MNGL (INDIA) LIMITED

CITY GAS DISTRIBUTION PROJECT FOR MNGL

BID DOCUMENT FOR

TENDER FOR RATE CONTRACT FOR A PERIOD OF 02 (TWO) YEARS FOR PROCUREMENT OF MDPE BALL VALVES OF VARIOUS SIZES FOR CGD NETWORK OF PUNE GA OF MNGL.

UNDER OPEN DOMESTIC TENDER CUM REVERSE AUCTION BIDDING

(THROUGH E-TENDERING MODE)

BID DOC. NO.: MNGL/CP/2026-27/145 DATED 09.11.2026

MNGL (INDIA) LIMITED	**Tender for Rate Contract for a period of 02 (Two) years for procurement of MDPE Ball Valves of various sizes for CGD Network of Pune GA of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/145**

VOLUME I OF II

SECTION – I

INVITATION FOR BIDS (IFB)

M/s. MNGL (India) 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.

MNGL invites price bids through Online Reverse Auction System on E-Tender Platform from bidders.

1.0 TENDER INFORMATION

Tender Document Number	MNGL/CP/2026-27/145 dated 09.11.2026
ITEM(S)	Tender for Rate Contract for a period of 02 (Two) years for procurement of MDPE Ball Valves of various sizes for CGD Network of Pune GA of MNGL.
TYPE OF BID	Open Domestic Tender cum Reverse Auction Bidding
TIME SCHEDULE	As per Section - V of Vol. II of II
EARNEST MONEY/ BID SECURITY	Rs. 1,20,000/- in the form of Demand Draft / BG to be in favor of "MNGL (India) Ltd." payable at Pune. Account Details for SWIFT / SFMS Statement / Message: Name of the Beneficiary: M/s. MNGL (India) Ltd. Name of the Bank & Address: State Bank of India Branch: Industrial Finance Branch, "Tara Chambers", Pune-Mumbai Road, Wakadewadi, Pune-411 003 A/c No.: 35310073625 IFSC Code: SBIN0008966
BID SECURITY VALIDITY	6 (Six) months from the final bid due date
TENDER FEE (Non-refundable)	Not applicable
BID VALIDITY	4 (Four) months from the final bid due date
Pre-bid meeting date and time	16.11.2026 @ 11:00 Hrs. VC Link: https://meet.google.com/zce-cbfp-acy
Bid submission due date and time	26.11.2026 till 15:00 Hrs. IST
Techno-commercial bid opening date and time	27.11.2026 at 16:00 Hrs. IST
Bid Submission at	https://etenders.gov.in
Price bid opening date and time	Date and time shall be notified later
Reverse Auction date & time	Shall be intimated later
Address for submission of EMD/Bid Security and venue for	General Manager, C&P Department, M/s. MNGL (India) Ltd.,

pre-bid meeting and opening of bids	Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000/1190/1153 Email: gasaid@mngl.in / akshay.girme@mngl.in
BIDDER ELIGIBILITY CRITERIA & BID EVALUATION CRITERIA	As per Annexure – I to IFB

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

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

2.0 BIDDING PROCEDURE

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

Note: To participate in the e-tendering, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder must register itself on CPPP's website https://etenders.gov.in/eprocure/app. Please also note that the bidder must 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 must 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 letterhead 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 at the pre-bid meeting will not be a cause for the disqualification of a bidder. Corrigendum/addendum, if any, to the tender document, shall be hosted on the website after 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 must mandatorily pin MNGL screens on their computer screens during the pre-bid meeting.

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

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

(5) Recording of the pre-bid meeting by the bidders is strictly prohibited. After the pre-bid meeting, a corrigendum shall be issued by the purchaser regarding clarifications or queries raised during the 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 a 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 a single-bidder responsibility basis and in total compliance with the 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 reserves 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 Delivery Order Value
iv) Delivery Period
v) Terms of Payment
vi) Force Majeure
vii) Resolution of Dispute/Arbitration

viii) Termination of Contract
ix) Warranty and Guarantee
x) Offer not submitted for complete scope of work
xi) Firm prices
xii) Prices not quoted as per Schedule of Rates format.
xiii) Bidder has been 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 specifications/requirements.
xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
xvii) Price Reduction Schedule.

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

"THIS IS NOT AN ORDER"

Yours faithfully,
For, M/s. MNGL (India) Ltd., Pune

Ganesh Said
General Manager (C&P)

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

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

ANNEXURE-I to IFB

BIDDER'S ELIGIBILITY CRITERIA (BEC)

1.0 GENERAL INFORMATION:

This tender deals with Rate Contract for a period of 02 (Two) years for procurement of MDPE Ball Valves of various sizes for CGD Network of Pune GA of MNGL.

2.0 SCOPE AND QUANTITY OF SUPPLY:

The supply of MDPE Ball Valves is described as below:

Sl. No.	Item Description	Unit	Quantity
1	63mm PE Ball Valve ES 2 Purge Type	Nos.	90
2	90mm PE Ball Valve ES 2 Purge Type	Nos.	30
3	125mm PE Ball Valve ES 2 Purge Type	Nos.	150
4	180mm PE Ball Valve ES 2 Purge Type	Nos.	02

3.0 BIDDER'S ELIGIBILITY CRITERIA (BEC):

A. TECHNICAL:

a) The bidder shall either be a manufacturer of PE Ball Valves used for Natural Gas Services OR a supplier/distributor who has been authorized by PE Ball Valve manufacturer(s) used for Natural Gas Services, for the quoted items.

b) The bidder must have supplied in single or multiple orders, quoted SOR item(s) of mentioned size or higher size of MDPE Ball Valves from the proposed manufacturing unit to an established natural gas distribution company in India, in the last 5 (Five) years reckoned from the final due date of submission of bid as under:

SOR Item No.	Item Description	Eligibility Criteria
1.1	63mm PE Ball Valve ES 2 Purge Type	Minimum 23 Nos.
1.2	90mm PE Ball Valve ES 2 Purge Type	Minimum 08 Nos.
1.3	125mm PE Ball Valve ES 2 Purge Type	Minimum 38 Nos.
1.4	180mm PE Ball Valve ES 2 Purge Type	Minimum 01 Nos.

Note: In case the bidder quotes for more than one SOR Item, the requirement of Eligibility Criteria shall be on a cumulative basis.

The bidder is required to furnish documentary evidence such as Purchase Order copies and inspection release note or completion/execution certificate in support of their claim of fulfilling the above required BEC-Technical Criteria.

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

4.0 EVALUATION AND AWARD OF CONTRACT:

Evaluation shall be done on an item-wise least-cost basis to the Purchaser & order shall be placed on L-1 bidder accordingly.

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

SECTION – II

INSTRUCTIONS TO BIDDERS

INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, i.e. http://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, preparing 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 a 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 is 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 several 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 the published tender list available on site and download the complete tender document and should consider corrigendum if any published before submitting their bids.

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

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

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

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

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

SUBMISSION OF BIDS:

(i) Bidder should log in to 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 accept the same 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 at 100 dpi with black and white options which helps in reducing the 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. Bidders 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 with as per the provisions of clause no. 17.0 of ITB including forfeiture of EMD.

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

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

(x) After the bid submission (i.e., after clicking “Freeze Bid Submission” in the portal), the bidders shall take a printout of the 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 Secure Sockets Layer 128-bit encryption technology.

REVERSE AUCTION:

Tenderers shall submit a techno-commercial bid for the work subject to their meeting the criteria for evaluation specified in Clause No. 4 hereafter.

Bidders are advised to submit a techno-commercial bid strictly as per the terms and conditions of the Bidding Document and not to stipulate any deviation/exception as it is "NO DEVIATION" tender. Offers with any Exception/deviation shall be liable for rejection.

Tenders shall be based strictly on the terms, conditions and specifications contained in the Tender document. Any deviation and exceptions taken to terms and conditions of the tender documents must be clearly listed out and submitted along with the Techno-Commercial part of the offer as per proforma in F-5.

The Tender will be a 2-level bidding. In level 1, bidders must submit "RFQ" comprising of technical evaluation document as mentioned in this tender. Based on that, Bidders will be assessed and qualified for Level 2.

Level 2 will be "Reverse Auction", which shall be conducted by MNGL.

Process of E-bidding shall be as follows:

Bidders must fill in rates for SOR activity-wise and submit their offer online. (Bidder can refer to SOR activity list provided along with the form and can keep rates offline too for putting rates in RFQ (online)).

After closing date of RFQ, MNGL will evaluate activity-wise rates and the base rate will be finalized for Reverse Auction Eligible bidders (qualified at Level 1) will be informed via E-Tendering platform.

MNGL will communicate dates of opening and closing for Reverse Auction to eligible bidders. Reverse auction date and time will be communicated to all eligible bidders by MNGL.

In the reverse auction, bidder must compete only on single figure which can be less than base figure. This given figure will be for an overall evaluated price. On the negative side, there will be a ceiling of 50% below which a bidder cannot put their single figure. Bidder will be able to see their rank in live reverse auction; Rank 1 will be the lowest bidder.

Bidders need to compete to get Rank 1. Prior to 5 min of the closing time of Reverse Auction, there will be an extension of another 5 minutes if any Bidder changes their figures in the auction. Auction shall continue/extend till there is no change in rates for 5 minutes.

L-1 vendor will be declared winner of reverse auction. However, MNGL reserves the right to negotiate, if required. L-2, L-3, L-4 & so on Bidders shall be contacted for Matching of L-1 rates. Contract will be awarded as per evaluation criteria mentioned above after due formalities at MNGL end. Vendor must be in a position to execute the task as per the project time frame given in the form or separately communicated to them.

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.

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 Purchaser as defined in the General Conditions of Contract, hereinafter "the Purchaser" wishes to receive bids through e-tendering mode for the supply of goods as described in Section-IV, Special Conditions of Contract.

1.2 The successful bidder will be expected to complete the Scope of supply within the period stated in IFB.

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

2. Eligible Bidder

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

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

2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

2.4 The bid should be from actual manufacturers.

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

2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global Notice of lFB, bidders' past performance shall also be assessed *for* ascertaining the responsiveness of the bid. In such a case the decision of Purchaser shall be final and binding on the bidder.

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

3. One Bid per Bidder

3.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified. If bids of companies that are managed & controlled by the same group of individuals (common owners/ proprietor, common partner/ common directors), participation in a particular tender by more than one such bidder will not be allowed, and bids will be disqualified.

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

3.3 Alternative bids are not acceptable.

4. Bidder Eligibility

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

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

5. Cost of Bidding

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

B. BIDDING DOCUMENT

6. Content of Bidding

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

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

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

7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the bid documents may notify the Owner and/or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents that 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 the 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 be deemed to form part of the Bid documents.

8. Amendment of Bidding Documents

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

8.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 7.0 and shall be hosted on the on website www.mngl.in and CPPP's e-tendering website before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidder's query for their reference. Bidders desirous to submit their bid must take into consideration all the addendum(s)/ corrigendum (s)/ clarifications to bidder's query hosted on the above websites before submitting the bid.

8.3 The PURCHASER may, at its discretion, extend the bid due date to allow prospective bidders a reasonable time to furnish their most competitive bid considering the amendments issued.

8.4 Bidders are advised to visit www.mngl.in and CPPP's e-tendering website from time to time to get updated information/documents.

C. PREPARATION OF BIDS

9. Language of Bid

9.1 The bid prepared by the bidder as well as all correspondence/drawings and documents relating to the bid exchanged by the bidder and the PURCHASER shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

9.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement systems shall be applied.

10 Documents Comprising the Bids:

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

10.1.1 **Technical cover:**

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

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

performance characteristics; (b) a clause-by-clause commentary on Employer's technical specification and demonstrating supplies substantial responsiveness to the specifications.

ix) Copy of Bid security in accordance with IFB & Clause 16 of ITB to be furnished either in the form of Cashier's / Banker's cheque / Bank Draft payable to MNGL at Pune/ Bank Guarantee as per format F-4.

x) Letter of authority in favor of any one or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.

xi) Confirmation of no deviation as per Format F-6.

xii) Present commitments strictly as per form F-9.

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

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

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

10.1.2 **Financial cover:**

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

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

10.3 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.

10.4 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.

10.5 All signatures in bids shall be dated, as well as all pages of bids shall be initialled 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.

10.6 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.

10.7 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.

11. Bid Form & Price Schedule

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

12.0 BID PRICES

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

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

A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).

B) Goods & Service Tax which will be payable on the finished goods if this contract is awarded.

C) The bidders shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price Essentiality certificate may be provided by the Purchaser for Project imports, wherever applicable.

D) The statutory variation in Goods & Service Tax (GST) on finished goods covered under Cl. 12.1 B within the contractual delivery period shall be to MNGL's account. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to MNGL. Further, any statutory variation in the rate of customs duty (except GST) within contractual delivery period, on-the actual CIF value of import content, but subject to maximum of such duty payable on quoted CIF value, under Cl. 12.1 (A) shall also be to MNGL's account. In case of delay in delivery, any increase in the rate of customs duty beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to MNGL.

E) The total amount which can be claimed/set off by MNGL for CENVAT (for Goods & Service tax) separately.

12.3 Inland transportation, other local costs incidental to delivery of the goods to its destination (FOT-site) shall be quoted by the Bidder.

12.4 The bidder's break-up of price components in accordance with above sub-clauses will be solely for the purpose of facilitating the comparison of bids and will not in any way limit the PURCHASER's right to contract on different terms.

12.5 Fixed Price: Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract and not subject to variation on any account except for variations permitted under 12.1 D for domestic bidders. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

12.6 The delivery terms shall be interpreted as per INCOTERMS 2010.

13 Bid Currencies

13.1 Bidders shall submit their bids in Indian Rupees only.

14 Documents Establishing Bidder's Eligibility and Qualification

14.1 Bid Evaluation Criteria

14.1.1 Pursuant to the evaluation Criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting the bid evaluation criteria.

14.2 Bidders Eligibility Criteria

14.2.1 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.

14.2.2 The documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted shall establish to the PURCHASER'S satisfaction:

a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture (or otherwise, produce, the Bidder has been duly authorized by the goods Manufacturer or producer to supply the goods in the Purchaser’s country).

b) that the Bidder has the financial, technical and production capacity necessary to perform the contract.

c) that, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

14.2.3 The PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract. An affirmative determination will be a prerequisite for award of the Contract.

15 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

15.1 Pursuant to ITB Clause 10, the bidder shall furnish, as part of the bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services which the bidder proposes to supply under the Contract.

15.2 The documentary evidence of the goods and services' conformity to the Bidding Documents may be in the form of literature, drawings or data and shall furnish:

a) detailed description of the essential technical and performance characteristics of the goods.

b) a clause-by-clause commentary on the PURCHASER'S Technical specifications demonstrating the goods and services' substantial responsiveness to the specifications.

15.3 For purpose of the commentary to be furnished under Clause-15.2 above, the bidder shall note that standards for workmanship, material and equipment and reference to brand names or catalogue numbers, designated by the PURCHASER in its Technical Specifications, are intended to be descriptive only and not restrictive.

16 Period of Validity of Bids

16.1 The bid shall remain valid for acceptance for four (4) months from the bid due date.

16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax/post e-mail). A bidder may refuse the request without forfeiture of its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB Clause 17.0 in all respects.

17 Bid Security

17.1 Pursuant to ITB Clause 10, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.

17.2 The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 17.7.

17.3 The bid security in US Dollars for bidders quoting in foreign currency and Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque/NEFT/RTGS in favor of MNGL (India) Ltd., payable as per IFB (issued by Indian Nationalized /Scheduled bank or first-class international bank)

or in the form of Bank Guarantee/ irrevocable Letter of Credit as per format enclosed in the Bidding Document.

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

In case, bid security is in the form of Bank Guarantee or Letter of Credit, the same shall be from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as a scheduled foreign bank.

The Bid Security shall be valid for two (02) months beyond the validity of the Bid as specified in Clause 16.0 of ITB.

17.4 Any bid not secured in accordance with ITB Clause 17.1 and 17.3 may be rejected by the PURCHASER as non-responsive.

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

17.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the order, pursuant to ITB Clause-41 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-42.

17.7 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 Purchase Order in accordance with ITB Clause-41 or
   ii) to furnish Performance Guarantee in accordance with ITB Clause-42.
   iii) to accept correction of errors pursuant to ITB Clause 32.0

c) If the Bidder changes the proposed manufacturer after submission of his bid.

17.8 Bid Security should be in favor of MNGL (India) Ltd. and addressed to MNGL. Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential to have proper correlation later. The Bid Security in the form of Bank Guarantee or letter of Credit shall be in the form provided in the Bidding Document.

17.9 The Indian / Domestic firms registered with NSIC / MSME, under its single point registration scheme are exempted from furnishing 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.

18. Pre-Bid meeting – As per IFB

18.1 The bidder(s) or their designated representative, who has purchased bid document, is invited to attend a pre-bid meeting which will take place as indicated in IFB.

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

18.3 Text of the questions raised, and the responses given, together with any responses prepared after the meeting, will be transmitted without delay (without identifying the sources of the question) to all purchasers of the bidding documents. Any modification of the bidding documents listed in ITB Sub-Clause 7.1 that may become necessary because of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 8 and not through the minutes of the pre-bid meeting.

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

19 Format and Signing of Bid

19.1 The bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.

19.2 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initials them. Overwriting will not be treated as a correction and may lead to rejection of bid. A correction shall be considered if a part of the text or figures or dates needing correction is deleted and a separate text or figure or date, as the case may be, is written separately, having proper link to the place of correction.

19.3 As bidding shall be done through e-tendering, digitally signed documents to be uploaded.

20 Zero Deviation

20.1 Bidders to note that MNGL will appreciate the submission of an offer based on the terms and conditions in the enclosed General Conditions of Contract, Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of supply, technical specifications etc, to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer.

20.2 If any deviations are taken to the under-mentioned provisions of Bid Documents by the Bidder the bid is liable to be rejected:

i) Do not meet BEC Criteria
ii) Bid Security
iii) Performance Security (Contract Performance Bank Guarantee), 10% of Delivery Order Value
iv) Delivery Period
v) Terms of Payment
vi) Force Majeure
vii) Resolution of Dispute/Arbitration
viii) Termination of Contract
ix) Warranty and Guarantee
x) Offer not submitted for complete scope of work
xi) Firm prices
xii) Prices not quoted as per Schedule of Rates format.
xiii) Bidder has been 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 specifications/requirements.
xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
xvii) Price Reduction Schedule

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

21 Mode of Payment

21.1 MNGL (India) Ltd. will issue A/C payee cheque for payment payable at par in case work is awarded to bidder.

22 Agent/ consultant/ Representative/ Retainer/ Associate [Applicable for lCB tenders only].

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

22.2 In the event bidder has, as Agent/ Consultant/ Representative/ Retainer/ Associate/ servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/ Consultant/ Representative/Retainer / Associate, they have for services in India. The bidder

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

The following particulars will also be furnished by the bidder:

(i) The precise relationship between the foreign manufacturer/principal and their Agent/Consultant Representative / Retainer/ Associate in India.

(ii) The mutual interest that the manufacturer/principal and the Agent/ Consultant/Representative/Retainer/Associate in India have in the business of each other.

(iii) Any payment that the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee.

(iv) All services to be rendered by the Agent Consultant Representative / Retainer/Associate.

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

D. SUBMISSION OF BIDS

23.0 PREPARATION OF BIDS

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

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

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

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

24.0 DEADLINE FOR SUBMISSION OF BID

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

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

25.0 LATE BIDS

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

26.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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

E. OPENING AND EVALUATION OF BIDS

27. Bid Opening

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

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

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

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

28 Process to be Confidential

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

29 Contacting the Purchaser

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

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

30 Preliminary Examination of Bids

30.1 Technical-Commercial Bid Evaluation

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

30.1.2 Prior to the detailed evaluation, the PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For purposes of this determination, a responsive bid is one which conforms to all the terms, conditions and specifications of the bidding document, without deviations, objections, conditionally or reservations.

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

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

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

(a) Overall completeness and compliance with the Technical Specifications; quality function and operation of the process control concept included in the bid. The bid that does not meet a minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.

(b) Any other relevant factor, if any, that the Purchaser deems necessary or prudent to be taken into consideration.

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

31.0 OPENING OF PRICE BID

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

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

32 Arithmetic Corrections

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

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

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

33 Conversion to Single Currency [Applicable in ICB tenders only].

33.1 To facilitate evaluation and comparison, the PURCHASER will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Bills selling exchange rate declared by the State Bank of India on the working day prior to Priced Bid (Part-II) opening.

34 Evaluation and Comparison of Bids

34.1 The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause - 30.

34.2 Bid Evaluation and Comparison Criteria:
The evaluation of all the responsive bids for supplies is to be based on the lowest evaluated offer, as below:

(A) Domestic Bidders:
The evaluated price of domestic bidders shall include the following:

i) The prices quoted by Domestic Bidder for the scope of work defined in the tender documents will include customs duty plus Goods & Service Tax and any additional duty, if any, Goods & Service Tax as applicable which shall be indicated separately

ii) Price quoted by the domestic bidders shall include all costs towards Insurance, all type of handling, transportation, etc. as applicable and payable by the CONTRACTOR under the contract

iii) Goods & Service Tax on the finished goods.

34.3 OWNER'S price evaluation and price comparison of technical-commercially acceptable bids shall take following into account**:**

i) Total value on FOT site basis, including liability towards customs duty, GST, all other taxes & duties, levies, transportation, all insurance, and all other costs as applicable up to Final Acceptance of work complete in all respects covered under Para A above.

ii) Cost of mandatory spares, if any.

iii) The total site price quoted shall be compared.

34.4 Bids not conforming to Bid Qualification criteria and technical & commercial requirements shall be rejected.

35 Domestic Preference

35.1 VOID

35.2 PROCUREMENTS FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA:

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

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

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

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

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or

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

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

i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:

1. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.

2. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

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

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

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

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

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

VII. The Successful bidder shall not be allowed to subcontract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VIII. SUBMISSION OF CERTIFICATE IN BIDS: Bidder shall submit a certificate in this regard as Format F-18. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per “Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices” of tender document.

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

F. AWARD OF CONTRACT

36 Post Qualification

36.1 In the absence of prequalification, the PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.

36.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the PURCHASER deems necessary and appropriate.

36.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.

37 Award Criteria

37.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

38 PURCHASER's Right to Vary Quantities at Time of Award

38.1 PURCHASER reserves the right at the time of award of ORDER to increase or decrease by up to 20% the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.

39 PURCHASER's Right to Accept Any Bid and To Reject Any or All Bids

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

40 Notification of Award/ Fax of Intent / Purchase Order

40.1 Prior to the expiration of period of bid validity, the PURCHASER will notify the successful bidder in writing by fax or email to be confirmed in writing that his bid has been accepted. The notification of award/ Fax of Intent / Purchase Order will constitute the formation of the Contract.

40.2 Delivery shall be counted from the date of Purchase Order.

40.3 Upon the successful bidder’s furnishing of contract performance bank guarantee. Pursuant to ITB Clause 42, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security pursuant of ITB Clause 17.

41 Acceptance of Purchase Order

41.1 PURCHASER will issue the Purchase Order to the successful bidder, who, within 07 days of receipt of the same, shall sign all pages and return the acceptance copy to the PURCHASER.

42 Performance Guarantee

42.1 Unless mentioned in the notification of award /Fax of Intent / Purchase Order within 15 days of receipt of the Delivery Order from the PURCHASER, the successful bidder shall furnish the performance guarantee in accordance with Clause 12 of General Conditions of Contract in the form provided in the bidding documents. The Bank Guarantee/Letter of Credit towards performance guarantee shall be in the currency of the Contract.

42.2 The performance guarantee shall be for an amount equal to 10% of Delivery Order Value towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee/Letter of Credit shall be from

any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as a scheduled foreign bank. This bank guarantee/letter of Credit shall be valid for a period as stated in Clause-12 of General Conditions of Contract.

42.3 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

43 Income Tax Liability

43.1 The bidder will have to bear all income tax liability, both Corporate as well as for his personnel.

44 Corrupt or Fraudulent Practices:

44.1 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.

UNDERTAKING ON LETTERHEAD

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

Sub.:

Tender No.:

Dear Sir / Ma'am,

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:

(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) [ ]

(Bidder to tick appropriate option above)

We hereby certify that bidder M/s _____ (***Name of bidder)*** fulfils all requirements in this regard and is eligible to be considered against the tender.

Place:
Date:

{Signature of Authorised Signatory of Bidder}
Name:
Designation:

Seal:

SECTION – III
GENERAL CONDITIONS OF CONTRACT
(GCC - GOODS)

1 Definitions

In this document, General Conditions of Contract (GCC-Supply), the following terms shall have the following respective meanings:

1.1 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the EMPLOYER.

1.2 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid

1.3 BIDDER: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.

1.4 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

1.5 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.

1.6 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.

1.7 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.

1.8 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.

1.9 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK or camping facilities.

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

1.11 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.

1.12 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.

1.13 COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.

1.14 "COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.

1.15 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day

1.16 DELIVERY terms shall be interpreted as per INCOTERMS 2010 in case of Contract with a foreign Bidder and as the date of FOT Site in the case of a contract with an Indian Bidder.

1.17 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions there.

1.18 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

1.19 FINAL ACCEPTANCE shall mean the PURCHASER’s written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.

1.20 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provisions of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN- CHARGE/EMPLOYER after the period of liability is over.

1.21 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.

1.22 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.

1.23 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with subsystems and supporting equipment in service or available for service.

1.24 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/ EMPLOYER

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

1.26 PURCHASER / EMPLOYER / OWNER / COMPANY / MNGL shall mean MAHARSHRATRA NATURAL GAS LIMITED (MNGL) having its registered office at Pune (Maharashtra). PURCHASER includes successors and assigns of MNGL.

1.27 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to broadly define the scope and specifications of the work or works, and all reproductions thereof.

1.28 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.

1.29 PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.

Quantities – Bills of quantities
Bills of quantities

Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work

actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

1.30 SELLER/SUPPLIER/CONTRACTOR shall mean the person, firm or company with whom PURCHASE ORDER/AWARD OF WORK/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.

1.31 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.

1.32 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.

1.33 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

1.34 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.

1.35 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.

1.36 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.

1.37 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

1.38 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

1.39 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.

1.40 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.

1.41 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.

1.42 "WEEK" means a period of any consecutive seven days.

1.43 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.

2 Seller to Inform

2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.

3 Application

3.1 These General Conditions of Contract (GCC-Supply) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

4 Country of Origin

4.1 For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

5 Scope of Contract

5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.

5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.

5.3 The SELLER shall follow the best modern practices in the manufacture of high-grade EQUIPMENT, notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.

5.4 The SELLER shall furnish six (6) copies in English language of technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.

5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.

5.6 All dimensions and weights should be in the metric system.

5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations / Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

5.8 The Seller shall provide cross-sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.

5.9 Specifications, design and drawings issued to the SELLER along with RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER or its assigns and are subject to recall by PURCHASER. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER. All such details shall be kept confidential.

5.10 SELLER shall pack, protect, mark and arrange for dispatch of EQUIPMENT as per instructions given in the CONTRACT.

6 Standards

6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

7 Instructions, Direction & Correspondence

7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.

a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER.

b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER.

c. All communications including technical/commercial clarifications and/or comments shall be addressed to PURCHASER and shall always bear reference to the CONTRACT.

d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.

e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8 Contract Obligations

8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

9 Modification in Contract

9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.

9.2 PURCHASER shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgement of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

10 Use of Contract Documents & Information

10.1 The Seller shall not, without the PURCHASER's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the

performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1 except for purpose of performing the CONTRACT.

11 Patent Rights, Liability & Compliance of Regulations

11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER may have to pay or incur by reason of any such suit or proceedings.

11.2 The SELLER shall indemnify the PURCHASER against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.

11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commission or omission while executing the CONTRACT.

11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

12 Performance Guarantee

12.1 Within 15 days after the SELLER's receipt of Purchase Order, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/Demand Draft / irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of Delivery Order Value.

12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.

12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warranty obligations, under the CONTRACT.

13 Inspection, Testing & Expediting

13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.

13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination. When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.

13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.

13.4 The PURCHASER's right to inspect, test and, where necessary, reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.

13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated from with respect to schedule and quality.

13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.

13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).

13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of

the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.

13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.

13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days' notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.

13.11 If, on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.

13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.

13.13 Nothing in Article-13 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.

13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.

13.15 **Inspection & Rejection of Materials by Consignees**

When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14 Time Schedule & Progress Reporting

14.1 Time Schedule Network/Bar Chart

14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.

14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.

14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.

14.1.4 The time schedule network/bar chart shall be updated at least every second month.

14.2 Progress Trend Chart/Monthly Report

14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.

14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.

14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart, along with CONTRACT confirmation.

14.3.1 PURCHASER's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.

14.3.2 Irrespective of such inspection, SELLER shall advise PURCHASER, at the earliest possible date, of any anticipated delay in the progress.

14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER which shall be conclusive, or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER, the PURCHASER shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER shall not be responsible for any loss that the SELLER may incur, and

SELLER shall not be entitled to any gain. PURCHASER shall, in addition, have the right to encash Performance Guarantee in full or part.

15 Delivery & Documents

15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.

15.2 Delivery shall be deemed to have been made:

a) In the case of FOB Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date. However, for CFR & CIF Contracts delivery date will be receipt of goods at Indian Port.

b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.

c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER at the designated site(s).

15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER. Any request concerning delay will be void unless accepted by PURCHASER through a modification to the CONTRACT.

15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER.

15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.

15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.

15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.

15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

16 Transit Risk Insurance

16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser against the advance information provided by the contractor with all the details.

Indigenous Bidders : Transit risk insurance till FOT Site shall be arranged and borne by Bidder.

The SELLER shall ensure that in effecting dispatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardized. The Seller shall furnish the cost of materials against each equipment.

16.2 PURCHASER's Insurance Agent:
[The name and address-as mentioned under SCC].

17 Transportation

17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

18 Incidental Services

18.1 The Seller may be required to provide any or all of the following services:

18.1.1 Performance or supervision of on-site assembly and/or start-up of the supplied Goods.

18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods.

18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/guarantee obligations under the Contract.

18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.

18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.

18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for a duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.

18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.

19 Spare Parts, Maintenance Tools, Lubricants

19.1 Seller may be required to provide any or all the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.

19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and

19.1.2 In the event of termination of production of the spare parts:

i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and

ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if any when requested.

19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spare's/maintenance tools for:

19.2.1 The construction, execution, and commissioning.

19.2.2 2 years' operation and maintenance.

19.3 Spare parts shall be new and of first-class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.

19.4 Type and sizes of bearings shall be clearly indicated.

19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.

19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to the Purchaser.

19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.

19.8 Lubricants

19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants, indicating the commercial name (trademark), quality and grade.

19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.

19.8.3 Seller shall indicate various equivalent lubricants available in India.

20 Guarantee

20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve (12) months from the date of the commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of not less than twelve (12) months from the date of replacement/repair.

If the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.

20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications /modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER in this regard shall be to SELLER's account.

21 Terms of Payment

21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.

21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price, along with exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

1. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalized Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent together with Performance Guarantee for 10% of Delivery Order Value.
2. For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
3. Payment shall be released within 45 days after receipt of the relevant documents, complete in all respects.
4. All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to the respective accounts in case of foreign bidders.
5. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
6. No interest charges for delay in payments, if any, shall be payable by PURCHASER.
7. In case of Indian bidder, variation, if any, on account of customs duty on their built-in-import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.
8. Agency commission, if any, to Indian agent for foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at the site.

22 Prices

22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.

23 Subletting & Assignment

23.1 The contractor shall not, without previous consent in writing of the PURCHASER authority, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

24 Time as Essence of Contract

24.1 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

25 Delays in The Seller's Performance

25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule, the PURCHASER has the right to:

i) hire for the period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed, and SELLER shall be liable without limitation for the hire charges; or

ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion, would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or

iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

25.2 Any inexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

26 Price Reduction Schedule for Delayed Delivery

26.1 Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance of the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

26.1.1 Deductions shall apply as per following formula:
In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½% (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 10% (Ten Percent) of the total contract price.

26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.

Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER 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 the PURCHASER in the matter of applicability of price reduction shall be final and binding.

Price reduction schedule on failure of pipe under field hydrotest and/ or during guarantee/ warranty period shall be as follows (for pipe supplier):

Pursuant to General Conditions of Contract as per Volume-I and clause 14 (new) of the Technical Specification (No. MNGL/LINEPIPE/TS/00), owner shall be reimbursed by the successful bidders for any pipe supplied against this order that fails under field hydrostatic test and/ or during guarantee/ warranty period, if such failure is caused by a defect in pipes which is outside the acceptance limits of the specifications. The reimbursement cost will be the landed cost of the defective pipes including all cost incurred up to delivery thereof at site and shall also include but not limited to cost of all duties, freight, insurance, labor, material, charges for cutting, removing, re-coating, replacement and relaying of defective pipeline including cost of incidental activities as well as losses suffered by MNGL. The recovery cost shall be calculated at actual but will be subject to the minimum values given below. Recovery shall be applied on the actual or minimum pre-determined rate, whichever is higher. The minimum pre-determined rate shall not need any justification. The minimum pre-determined reimbursement cost of each pipe shall be as below:

i) Rs. 20,00,000/- (Rs. Twenty Lacs only) for bidder quoting in Indian Rupees.

The above cost shall be for each pipe, payable by the vendor to the Owner on demand without necessity of any proof of replacement/ reimbursement cost. Further, in case, the amount payable by the vendor to MNGL become more than what can be adjusted through price reduction, MNGL may recover at its discretion through deduction from any payment due or becomes due to the contractor or by encashing the Bank Guarantee(s) furnished by contractor, the unrecovered part of such payment will be paid by the contractor to MNGL within 15 days of date of notification by MNGL to him.

In the event of conflict between the stipulations of this article and anything contained in the Technical Specification (Material Requisition), the stipulations of this article shall govern.

Necessary tests to establish cause of failure of pipes shall be carried out at Welding Research Institute, Trichi, India and shall be binding on both MNGL and the pipe supplier.

27 Rejections, Removal of Rejected Equipment & Replacement

27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.

27.2 If the EQUIPMENTS are not of specification or fails to perform specified duties or is otherwise not satisfactory the PURCHASER shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask for free replacement within a reasonable time, failing which obtain his requirements from elsewhere at SELLER's cost and risk.

27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.

27.4 EQUIPMENT rejected by the PURCHASER shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.

27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amount, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

28 Termination of Contract

28.1 Termination for Default

28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:

A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or

B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and

C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.

28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by MAHARSHRATRA 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 VENDOR (as a bidder) has not been finalized] for three years from the date of termination by MAHARSHRATRA NATURAL GAS LIMITED to such VENDOR.

28.2 Termination for Insolvency

The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER 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 the PURCHASER.

28.3 Termination for Convenience

28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or

b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29 Force Majeure

29.1 Shall mean and be limited to the following:

a) War/hostilities

b) Riot or Civil commotion

c) Earthquake, flood, tempest, lightning or other natural physical disaster.

d) Restrictions imposed by the Government or other Statutory bodies which prevent or delay the execution of the Contract by the SELLER.

The SELLER shall advise PURCHASER/CONSULTANT 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, PURCHASER reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER/CONSULTANT nor SELLER

shall be liable to pay extra costs, provided it is mutually established that Force Majeure Conditions did actually exist.

SELLER 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, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.

30 Resolution of Disputes/Arbitration

30.1 The PURCHASER and the SELLER 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.

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 The Contract shall be, in all respects, construed 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.

30.4 Arbitration

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

The PURCHASER (MNGL) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.

In the event of failure of the Seller 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 the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER 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. All matters relating to this contract are subject to the exclusive jurisdiction of the courts situated at Pune. Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act,

1996 and the rules framed thereunder shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated at Pune, Maharashtra, India.

31 Governing Language

31.1 The Contract shall be written in English language as specified by the PURCHASER in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

32 Notices

32.1 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.

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

33 Taxes & Duties

33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.

33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.

33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.

33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER.

34 Books & Records

34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35 Permits & Certificates

35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and

other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

36 General

36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.

36.2 Losses due to non-compliance of Instructions Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER in connection with the contract execution shall be recoverable from the SELLER.

36.3 Recovery of sums due
All costs, damages or expenses which the PURCHASER may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

36.4 Payments, etc. not to affect rights of the PURCHASER No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.

36.5 Cut-off Dates
No claims or correspondence on this Contract shall be entertained by the PURCHASER after 90 days after expiry of the performance guarantee (from the date of final extension, if any).

36.6 Paragraph heading
The paragraph heading in these conditions shall not affect the construction thereof.

37 Import License

37.1 No import license is required for the imports covered under this document.

38 FALL CLAUSES

38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer sells the materials of identical description to any persons/organizations, including the Purchaser or any department of the Central Govt. or any Deptt. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.

38.2 If at any time during the said period, the supplier, or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations, including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

a) Exports by the Contractor/Supplier or
b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
c) sale of goods such as drugs which have expiry dates.

38.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:

> "I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the MNGL under the order herein and such items/ goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. Of Central Govt. or any Deptt. Of State Govt. or any Statutory Undertaking of the Central or State Govt. upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the MNGL under the order.

Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.

39 Publicity & Advertising

39.1 Seller shall not without the written permission of PURCHASER make a reference to PURCHASER or any Company affiliated with PURCHASER or to the destination or the description of goods or services supplied under the contract in any publication, publicity, or advertising media.

40 Repeat Order:

40.1 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms and conditions.

41 Limitation of Liability:

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

SECTION - IIIA
FORMS AND FORMATS

FORM F-1
BIDDER'S GENERAL INFORMATION
(Information must be provided on bidder's letterhead)

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

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City_____ District _____

State _____PIN _____

1-4 Operation Address
(If different from above): _____

City_____District _____

State _____PIN _____

1-5 Telephone Number: _____
(Area Code) (Telephone Number)

1-6 Mobile Number, if any _____

1-7 E-mail address: _____

1-8 Website: _____

1-9 Fax Number: _____
(Area Code) (Telephone Number)

1-10 ISO Certification, if any {If yes, please furnish details} _____

1-11 Whether Supplier / Manufacturer
/ Dealer / Trader / Service Provider _____

1-12 Types of material/service provided _____

1-13 Bank's Name: _____

1-14 Bank's Branch: _____

1-15 Branch Code: _____

1-16 Bank account Number: _____

1-17 Account type: _____

1-18 IFSC Code: _____

1-19 MICR Code: _____

1-20 Type of Firm: Proprietary/ Partnership/ PVT/Public Ltd.: _____

1-21 If others, please specify _____

1-22 Details of Directors/ Proprietors/ Partners _____

(Kindly attach separate sheets giving details for the name of directors/proprietors and their stakes) along with the supporting documents.

1-23 PAN No.: _____

1-24 EPF No.: _____

1-25 MSME category, if applicable (i) Type of Enterprises: _____

(ii) Social Category of Enterprises: _____

(iii) Gender (Male/Female/Transgender/NA: _____

1-26 GST Registration No.
(If registered) _____

1-27 If unregistered (Reason)

a) Turnover threshold
b) Providing exemption goods/services
c) Others (specify)

(SIGNATURE OF BIDDER WITH SEAL)

Notes:

1 The above-required information is required on the bidder's letterhead.

2 Bidders must submit supporting documents for the above details, including the following:

a. PAN card copy

b. GST certificate copy (of the same state as the office address mentioned above)

c. Cancelled cheque of the bank account mentioned above

(SIGNATURE OF BIDDER WITH SEAL)

FORM F-2
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,
M/s. MNGL (India) Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner, Pune – 411045

Dear Sir(s),

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

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

We, the _____ Bank at _____ having our Head Office _____(Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by MNGL (India) Ltd. 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 _____2026 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 along with SWIFT Statement / SFMS Message 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.

FORM F-3A
ANNUAL TURNOVER

Bidder must fill in this form

Annual Turnover data for the last 3 years:

Year	Last three financial year	Amount (in INR)
Year 1:		
Year 2:		
Year 3:		

1. The information supplied should be the Annual Turnover of the bidder

2. A brief note should be appended describing thereby details of turnover as per audited results.

SEAL AND SIGNATURE OF THE BIDDER

FORM F-3B
FINANCIAL STATUS

Bidder must fill this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	Amount (in INR)
1. Current assets	
2. Current Liabilities (including secured and unsecured short-term loans & working capital loans)	
3. Working Capital (Current Assets - Current Liabilities)	
4. Net Worth Owners' funds (Paid-up share capital and Free Reserves & Surplus) (NW)	

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

- All such documents reflect the financial situation of the bidder
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

SEAL AND SIGNATURE OF BIDDER

FORM F-4
CHECKLIST FOR AGREED TERMS AND CONDITIONS

Sr. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Price & Delivery Basis	FOT- MNGL Store basis at various Locations
2.	Firm & Fixed Prices (As per Tender document)	Accepted
3.	Supply as per scope defined in the Tender documents	Included
4.	All Taxes, duties, levies, etc. included in price	Included
5.	Packing & Forwarding is Included in unit price	Included
6.	Delivery period (As per Tender document)	Accepted
7.	Guarantee/ Warranty Clause	Accepted
8.	Price Reduction Schedule as per Tender document	Accepted
9.	Term of Payments (As per Tender document)	Accepted
10.	Contract-Cum-Equipment Performance Bank Guarantee to be submitted as per tender document	Accepted
11.	Firm Price - during the entire duration of contact (As per Tender document)	Accepted
12.	Validity of bid & bid security	Accepted
13.	Bid Security (EMD) & Details of EMD	Submitted
14.	Price Quoted as per SOR.	Yes
15.	Deviation / exception Form 5	Yes
16.	Defect Liability Period/ Warranty	Accepted
17.	Goods & Service Tax	Included
18.	General & Special Conditions of Contract & Technical terms and conditions of the Tender	Accepted

Name of the Bidder : M/s.

Signature :

Name :

Designation :

Date : Seal:

FORM F-5
DEVIATION FORM
(On Bidder's letterhead)

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

Notes:

1) BIDDER may give a consolidated list of deviations/clarifications/comments for all sections of the bid documents which for an appropriate offer are considered unavoidable by him.

2) Deviations/clarifications mentioned elsewhere in the offer shall not be binding on the MNGL and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall be liable to be rejected.

3) BIDDER shall state the reason for the deviations in the remark column.

4) Only the deviations listed herein, in conjunction with the original Tender shall constitute the contract document for the award of the job to the BIDDER.

5) Any clarification raised by the Purchaser/ Consultant should be resolved within 10 days failing which the bid is liable for rejection.

Sec No./ Clause. No.	Page No.	Requirements as per tender	Deviation by Bidder	Clarification/ Comments by Bidder	Remarks
1)					
2)					
3)					
4)					
5)					
6)					

The bidder confirms that all clauses of the tender document, which are not listed above are fully complied by the bidder.

(Signature of the bidder)

FORM F-6
DECLARATION ON TENDER DOCUMENT DOWNLOADED
(on Bidder's letterhead)

No. Date:

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

Subject:

Sir,

We hereby confirm that we have read each page of the subject tender document along with Corrigendum & Reply to bidder's queries thoroughly and understood the complete Scope of Work and other terms & conditions. We hereby also confirm that tender terms & conditions are acceptable to us and any deviation other than mentioned in deviation Form F-5 is not to be taken into account.

Yours faithfully,

Signature
Name & Designation
For and on behalf of

FORM F-7
PROFORMA FOR LETTER OF AUTHORITY

No. Date:

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

Subject:

Sir,

We _____ hereby authorise following representative (s) to attend the Un-Priced Bid opening and Priced Bid opening against above Bidding Document:

1. Name & Designation _____ Signature _____

2. Name & Designation _____ Signature _____

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

Yours faithfully,

Signature
Name & Designation
For 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.

FORM F-8
DECLARATION
(on Bidder's letterhead)

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

Subject:

We confirm that we are not under any liquidation, court receivership or similar proceedings.

We also confirm that we have not been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s) for any forgery, Corrupt or Fraudulent Practice or unethical behaviour.

SEAL AND SIGNATURE OF BIDDER

FORM F-9

DETAILS OF LITIGATION
(on Bidder's letterhead)

Bidder shall furnish details of litigation cases of the bidder during the last 5 years if any, in this Form.

FORM F-10
COVERING LETTER
(ON LETTER HEAD)

Date:

To,

Subject: Certificate regarding.....

Dear Sir,

We..... (name of the Statutory Auditor/Chartered Accountant) are the Statutory Auditor/Chartered Accountant of M/s..... (name of the bidder).

We hereby confirm that we have issued following certificate:

1.

2.

3.

Thanking You,

Place:

Date:

(Signature)

Name of Authorised Signatory
Membership No.

Encl.: As above

Note: Submission of this form is Mandatory for all bidders.

FORM F-11
FORMAT FOR STATUTORY AUDITOR'S / CHARTERED ACCOUNTANT

CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

(For supply of Goods/Works/Services)

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following:

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	**Year**
	Amount (Currency)
1. Currency Assets	
2. Current liabilities	
3. Working capital (Current assets-current liabilities)	
4. Net worth (Paid up share capital and free reserves & surplus)	

Name of Audit Firm:
Chartered Accountant
Date:

[Signature of Authorized signatory]
Name:
Designation:
Seal:
Membership no.
UDIN No.

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personnel being considered as non-responsive.
3. For the purpose of this Tender document (i) Annual Turnover shall be "Sale value/Operating Income" (ii) Working capital shall be "Current Assets Less Current Liabilities" and (iii) Net Worth shall be "Paid up share capital and Free reserves & Surplus"

FORM F-12
FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR DETAILS OF SIMILAR GOODS/ WORK/ SERVICES SUPPLIED/ DONE DURING PAST 10 YEARS

Sr. no.	Description of the goods/works/services	LOA/PO /WO no. & date	Full proposal, address & phone nos. of client Name, designation & address of engineer/officer-in-charge (for cases other than purchase)	Value of Contract /Order (Specify Currency amount)	Date of Commencement of work/services or supply of goods	Scheduled completion time(months) delivery schedule	Date of actual completion /supply	Reasons for delay in execution, if any	Project cost
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Place:
Date:

[Sign. Of the authorized signatory of the bidder]

Name:
Designation:

Instructions:

1. Copies of letter of awards/order/work orders and completion certificate (in case of works/services) or IRN/Proof of delivery (in case of supplies, if applicable) to be enclosed.

2. The supply/work/services completed earlier than 5 years need not be indicated here.

3. The list of supply/ work/ services not of similar nature need not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.

4. Bidders are expected to provide details in respect of each order in this Annex. The orders cited must comply with the bid evaluation criteria specified in Tender Document. Details provided in this section are intended to serve as a backup for information provided in Offer/Quotation. Bidder should also refer to the instructions below.

5. A separate sheet should be filled for each LOA/work order/ purchase order.

6. Certificate from the bidder's statutory auditors must be furnished in the format below for LOA/Work Order/Purchase Order mentioned above (separately for each order)

7. It may be noted that in the absence above certificates, the details would be considered inadequate and could lead to the bid being considered ineligible for further evaluation.

Certificate from the Statutory Auditor regarding Supply of Goods/Works/Services

Based on its books of accounts and other published information authenticated by it, {this is to certify that LOA/PO/WO no. ..... dated.....was awarded to ..... (name of the bidder) by.....(name of the client) to execute.....((name of the supply/work/service). The Supply/ works/services commenced on ..... (date) was/is likely to be completed on.....(date, if any). It is certified that the total value of contract/order executed by..... (name of bidder) was..... (specify currency & amount) and executed value was.....(specify currency & amount).

Name of Audit Firm:

[Signature of authorized signatory]

Chartered Accountant:

Date:

Name:
Designation:
Seal:
Membership No.:

FORM F-13

FORMAT FOR SUPPLY RECORDS FOR MEETING BEC

Sr. No.	Purchase Order No.	Purchaser Name	Ordered Quantity	Supplied Quantity	IRN no./ DCN/ Taxable Invoice No.	Sr. No. of pages
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Bidder shall submit this form along with the relevant documents with proper numbering.

For tenders having various items/parts, bidder is to submit a separate format for each item/part quoted.

FORM F-14
FORMAT FOR BIDDER'S PRE-BID QUERIES

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

Subject:

Sr. No.	Section / Tender page no.	Clause No.	Subject	Bidder's Query

Note: The Pre-Bid Queries may be sent by e-mail, before pre-bid meeting due date, to MNGL. An editable copy of queries may be enclosed while sending signed pre bid queries.

SEAL AND SIGNATURE OF BIDDER

FORM F-15
TECHNO-COMMERCIAL PROPOSAL
(To be filled serial-wise on the e-tendering portal bid floor in the provided format)

Wherever remarks are required, bidders are advised to ensure that sufficient information has been provided and remarks such as "attached", "enclosed", "submitted" or other such terms alone should be avoided.

Sr.	Requirement	Response
	General Information	
1	Complete Bidder Organization Name	
2	Date of Registration	
3	Company Address(es) in India	
4	No. of years in business	
5	Type of Firm (Proprietary / Partnership / Private Ltd. / Public Ltd.)	
6	Details of Directors / Proprietors / Partners	
7	Phone no. of contact person	
8	Email ID of contact person	
9	GST registration number	
	Technical BEC	
1	As defined in tender document	Agree
	Details in support of Technical BEC	
1	Any one past reference client (Company Name)	
2	Reference client's PO / work order / Agreement no. and date of award	
3	Reference client's Completion certificate with clear mention of PO / work order / Agreement no., awarded value/ qty. & executed value/ qty.	
	Financial BEC	
1	Bidder's turnover for immediately preceding financial year FY _____(as per tender requirement).	
2	Bidder's turnover for second to last preceding financial year FY _____(as per tender requirement).	
3	Bidder's turnover for third to last preceding financial year FY _____(as per tender requirement).	
4	Bidder's net worth for preceding financial year FY _____ (as per tender requirement). Should be positive.	
5	Bidder's working capital for preceding financial year FY _____(as per tender requirement).	
	Commercial Terms and Conditions	
1	Bidder accepts to keep the bid valid for a period of 4 months from the date of opening of techno-commercial bid	Agree
2	Bidder to submit the original copy of EMD / Bid Security (if applicable) required against tender document within the stipulated time.	Agree
3	EMD / Bid Security DD/BG no. / MSME/NSIC certificate no. and date	
4	Bidder accepts to quote the prices as per SOR enclosed with this	Agree

	tender document	
5	Prices quoted by the bidder shall remain firm, fixed and valid for entire contractual period	Agree
6	Prices quoted by the bidder shall be inclusive of all taxes, duties, levies, fees, insurance, etc.	Agree
7	Bidder understands and accepts the complete scope of work as defined in the tender document	Agree
8	Bidder accepts the contractual validity period as per tender	Agree
9	Bidder accepts the terms of payment as per tender	Agree
10	Bidder accepts to submit the Performance Bank Guarantee(s) as per tender provisions	Agree
11	Bidder accepts the Price Reduction Schedule and other penalties as mentioned in the tender document	Agree
12	Bidder accepts the General / Special / Technical Terms & Conditions of the tender	Agree
13	Bidder accepts all statutory compliances against tender	Agree
14	Bidder has read and accepts the tender document in toto	Agree
15	Any deviation from the tender document sought by the bidder is listed separately in Form-5 only	Agree
16	All the bidders must ensure adequacy and sufficiency of their document while submitting bid in all respects. Bid shall include all documents confirming to the tender terms and conditions, BEC and the tender specifications in toto failing which their bids are liable to be rejected.	Agree

FORM F-16
DOCUMENTS TO BE UPLOADED ON E-TENDER PORTAL

Sr. No.	Document Header Name	Document Description
1	Covering Letter/Forwarding Letter	Covering Letter/ Forwarding Letter
2	Bid Signatory PoA / Board Resolution	Power of attorney of the signatory to the bid offer on non-judicial stamp paper / Board resolution of company for authorized signatory.
3	Form-1	Bidder's General Details/ information as per appended format
4	Form-2	Bid Security (EMD) as per format Form F-2
5	Form-3A & 3B	Certificate for financial capability of the bidder as per appended format. In case bidder's working capital is lower than that required as per Tender BEC, letter from bidder's bank showing availability of credit to cover inadequacy of working capital to be attached with this Form-14
6	Form-4	Agreed Terms & Conditions
7	Form-5	Deviation/ Exceptions as per appended format.
8	Form-6	Declaration as per appended format.
9	Form-7	Letter of authority in favour of any one or two of Bidder's executives having authority to attend the un-Priced and price bid opening as per appended format.
10	Form -8	Declaration for bidder not under Liquidation, etc. **(**on Bidder's letter head)
11	Form-9	Information regarding any current litigation in which the bidder is involved in Form F-9.
12	Form-10,11 & 12 Certificates	Certificates as per appended Form- F- 10, 11 & 12
13	Form 13	Supply Records
14	Form 15	Techno-Commercial Proposal as per form 15
15	Copy of GST	Copy of GST (Goods & Service Tax), ESI, PF, PAN registration Certificates
16	Other Documents for Technical BEC Eligibility	Any other documents to show compliance of Technical BEC
17	Corrigenda and Other Docs	Copy of all addenda/corrigenda, if any, along with required documents as stated therein, duly signed and stamped. (In case no addendum/corrigendum has been issued against this tender document, then the bidder may upload a letter stating that "No addendum/corrigendum has been issued against this tender document").

Notes:

1. Bidder may attach any other documents, not in above list but relevant to this tender, at the specified link on the e-tendering portal.

2. Bidder must upload the file as asked above on e-tender portal in .pdf format by keeping the file name as provide in the column "*Document Header Name*" above only.

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

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

Bidder must upload the unpriced SOR marked "Quoted/ Unquoted" for each item as per Excel (named "*Unpriced SOR*") provided on the e-tender portal along with applicable GST rate (in percentage only) and HSN code. If there is any discrepancy observed between the HSN code/ GST rate in unpriced SOR and priced bid, then the GST rate as per unpriced SOR or as agreed during technical-commercial queries shall be considered for evaluation. MNGL also may take necessary clarifications from bidders quoting HSN code or GST rate inconsistent with other bidders or previous contract.

FORM F-17
CONTRACT PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with Stamp Act)

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

Dear Sir,

M/s. _____ has been awarded the work of _____ for MNGL (India) Ltd., PUNE vide Purchase Order No. _____dated _____.

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

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s _____ _____ in performing any of the terms and conditions of the tender or in payment of any money payable to MNGL (India) Ltd. 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 favor 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.

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE (e-BG is preferable)

1. The Bank Guarantee (e-BG is preferable) by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid *to* be considered as Pune.

2. The bank guarantee (e-BG is preferable) by bidders will be given from bank as specified in ITB.

3. A letter along with SWIFT / SFMS Statement from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.

FORM F-18

FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE
(To be provided on Bank's letterhead)

Date:

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

Dear Sir,

This is to certify that M/s ..... (Name of the bidder with address) (Hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for MNGL's Tender No. ..... Dated ..... for ..... (Name of the supply/work/services/consultancy) and as per the terms of the said Tender they must furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s ..... (Name of the Bank with address) confirms availability of line of credit to M/s ..... (Name of the bidder) for at least an amount of Rs. _____

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorised to issue this certificate.

Yours truly

For ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation:

Stamp:

FORM F-19
E-Banking Mandate Form
(To be issued on vendor's letterhead)

1. Vendor/customer Name:

2. Vendor/customer Code:

3. Vendor /customer Address:

4. Vendor/customer e-mail id:

5. Particulars of bank account
   a) Name of Bank
   b) Name of branch
   c) Branch code:
   d) Address:
   e) Telephone number:
   f) Type of account (current/savings, etc.)
   g) Account Number:
   h) RTGS IFSC code of the bank branch
   i) NEFT IFSC code of the bank branch
   j) 9-digit MICR code

I/We hereby authorize MNGL to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the MNGL responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ---------- has an Account no. ---------- with us and we confirm that the details given above are correct as per our records.

Bank stamp:

Date: (Signature of authorized officer of bank)

FORM F-20
[APPLICABLE FOR DOMESTIC TENDERS]
PACKING, MARKING AND SHIPPING INSTRUCTIONS

The Packing, Marking, Shipping and Documentation for Goods shall be as follows:

a) The SUPPLIER shall provide such Packing of GOODS as is required to prevent their damage or deterioration during transit to their final destination as indicated in the CONTRACT. The Packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS final destination and the absence of heavy handling facilities at all points in transit.

b) The packing, markings and documentation within and outside the packages, shall comply strictly with such special requirements as shall be expressly provided for in the documents.

c) SUPPLIER shall comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the SUPPLIER of his responsibilities.

d) Supplier shall ensure that consignments destined for different project sites as detailed in Purchase Order are packed separately and marked clearly.

1.0 **SPECIFICATIONS FOR GOODS BEING PROCURED INDIGENOUSLY**

1.1 **Packing**

1.1.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of IRCA Goods Tariff Part I. All packaging shall be done in such a manner as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.

1.1.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.

1.1.3 All delicate surfaces on equipment's/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.

1.1.4 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.

1.1.5 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and, wherever possible, should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15 mm. Such markings will be followed by the connection number in indelible ink/ paint. A copy of the packing list shall accompany the material in each package.

1.1.6 All protrusions shall be suitably protected by providing a cover comprising of a tightly bolted wooden disc on the flanges.

1.1.7 Wherever required, equipment/materials/instruments shall be enveloped in polythene bags containing silica gel or similar dehydrating compound.

1.1.8 All pipes and tubes of stainless steel, copper, etc., shall be packed in wooden case or crates irrespective of their size.

1.1.9 Pipes with threaded or flanged ends shall be protected with suitable caps/covers, before packing.

1.1.10 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list, shall be fastened outside of the package in waterproof envelope and covered by metal cover.

1.1.11 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.

1.1.12 Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking, shall be to the supplier's account.

1.2 **Marking**

1.2.1 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

(OWNER)
PROJECT
(DESTINATION)

Purchase order No. _____
Net Wt._____ Kgs.
Gross Wt. _____ Kgs.
Dimensions _____X_____X _____CMS.

Package No. (S. No. of total Packages) _____
Supplier's name_____

1.2.2 Additional marking, such as 'HANDLE WITH CARE' 'THIS SIDE UP' 'FRAGILE' or any other additional indications for protection and safe handling, shall be added depending on the type of material.

1.2.3 Specific marking with white paint for 'SLINGING' and 'CENTRE OF GRAVITY' should be provided for all heavy lifts weighing 5 Tones and above.

1.2.4 In case of bundles/bags or other packages, wherever marking cannot be stenciled, the same shall be embossed on metal or similar tag and wired securely at two convenient points.

1.3 Dispatch

(a) Dispatch of materials shall be made in accordance with the relevant terms of the CONTRACT FORM. Any change in mode of transport shall be resorted to only after prior approval in writing. SUPPLIER shall ensure dispatch of GOODS immediately after they are inspected and released and shall intimate status of dispatch by fax to
- General Manager (C&P), MNGL, Pune
- Respective consignee fax nos. at site (to be indicated in Purchase Order).

(b) Dispatch by Road
(i) The SUPPLIER shall be responsible for dispatch of materials through a reliable Bank approved transport company unless, the Transport Company is named by PURCHASER.
(ii) The SUPPLIER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SUPPLIER shall also obtain from transporter particulars of Lorry Number, transporter's Challan Number, destination of Lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same following: -
- General Manager (C&P), MNGL, Pune
- Respective consignee fax nos. at site (to be indicated in Purchase Order).

(c) Shipment by Air
Whenever SUPPLIER is instructed by the PURCHASER or its representative to airfreight any material, the SUPPLIER shall take prompt action for the same. Immediately after air shipment is affected, the SUPPLIER shall intimate by Fax the details of Airway Bill number and date, Flight number, number of packages etc. to the OWNER'S and PURCHASER'S authorities at destination Airport City. Details of MNGL's agents shall be intimated later.

(d) Advance Information

Immediately after a shipment is made SUPPLIER shall send advance information such as the particulars of materials, value, Purchase Order Number, date of dispatch, Railway receipt Wagon Number/ GOODS Consignment note number, Truck number, name of transport company and their destination Office/ Associate's address, etc., by way of Fax to following:

- General Manager (C&P), MNGL, Pune
- Respective consignee fax nos. at site (to be indicated in Purchase Order).

(e) Transmission of Dispatch Documents

SUPPLIER shall, within 48 hours of the dispatch of the GOODS depending upon the payment terms of the CONTRACT FORM either negotiate through PURCHASER'S Bankers or forward direct to PURCHASER at respective consignee address by Registered Post the following Documents in Original.

(i) Two copies of the SUPPLIER invoice showing descriptions of the GOODS, Quantity, unit price and total amount.

(ii) Delivery Note/Railway Receipt/Truck Receipt.

(iii) Manufacturer's/Supplier's Guarantee Certificate

(iv) Inspection Certificate issued by the PURCHASER/CONSULTANT and/or its representative and the SUPPLIER'S factory inspection report. Copies of the above documents shall be sent to the following addresses:

A M/s. MNGL (India) Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner, Pune – 411045
Ph. No. – 020 25611000
Email – gasaid@mngl.in

B Office In-charge
M/s. MNGL (India) Ltd.,
Respective MNGL Site(s) address.
(The Bidder shall request for add. 15 days in advance before dispatch)

(f) The SUPPLIER shall be responsible for any delay in clearance of the Consignment at destination and consequent wharfage/demurrage, if any, due to delay in transmittal of the Lorry/Railway receipt Consignment Note, etc.

FORM F-21A
[PROCESS COMPLIANCE FORM]

(Bidders are required to print this on their company's letterhead and sign, stamp before emailing)

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

Subject: Acceptance of the process-related terms & conditions of the subject tender to be conducted on <Date of Auction>.

Tender Work & Reference No.:

Dear Sir / Ma'am,

1. I/ We have downloaded/obtained the tender document(s) and gone through the tender and business rules governing the Reverse Auction for the above-mentioned 'Tender/Work'.

2. I / We hereby certify that I/we have read the entire terms and conditions of the tender documents and will undergo etenders.gov.in website to understand the Reverse Auction process and functionality of the same.

3. I / We hereby confirm that MNGL shall not be liable or responsible in any manner whatsoever for Bidder's failure to access & bid on the etenders.gov.in portal due to loss of internet connectivity, electricity failure, virus attack, problems related to PC / laptop or any other unforeseen circumstances etc. before or during the auction event.

4. I / We hereby also confirm that we have a valid digital certificate issued by a valid Certifying Authority and a self-attested copy is enclosed.

5. I / We do hereby confirm that I / We will fax/e-mail the price confirmation & price break-up of our quoted price as per FORMAT B – Price Confirmation after closing of reverse auction event.

6. I / We hereby confirm that I / We will honor the Bids placed by us during the auction process.

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

FORM F-21B
[PRICE CONFIRM]

(Bidders are required to print this on their company's letter head and sign, stamp before emailing)

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

Subject: Final price quoted in the Reverse Auction and price break-up of the subject tender.

Tender Work & Reference No.:

Dear Sir / Ma'am,

I/ We confirm that we have quoted the Final Price as below:

_____ (In words & Figures) (Price quoted on landed cost to MNGL).

As per our final lump-sum price during reverse auction conducted on _____<Date of Auction> (Price Breakup attached as per MNGL evaluation sheet (excel format).

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

FORMAT FOR TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

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

Sub.: Acceptance of Terms & Conditions of Tender.

Tender Reference No.:

Name of Tender / Work.:

Dear Sir / Madam,

1. I/ We have downloaded/obtained the tender document(s) for the above-mentioned 'Tender/Work' from the website (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 have also been taken into consideration while submitting this acceptance letter.

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

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

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

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

SECTION – IV
BREIF AGREED TERMS & CONDITIONS

MNGL (INDIA) LIMITED	**Tender for Rate Contract for a period of 02 (Two) years for procurement of MDPE Ball Valves of various sizes for CGD Network of Pune GA of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/145**

BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS

Following shall be duly filled in and should be returned by the bidder along with each copy of Unpriced Part of Bid / Offer:

Sl. No.	Description	Bidder's Confirmation
1	**Bidder's details:** a) Name b) Full address c) Tel. No. d) Fax No. e) E-mail f) State / UT where Registered Office of Company is located g) State / UT where Manufacturing Facilities of the Company is located h) Name and Designation of the person signing the Bid	
2	**In case the bidder is not a manufacturer:** a) Name b) Full address c) Tel. No. d) Fax No. e) E-mail f) Name and Designation of the contact person	
3	**The following are to be enclosed along with the bid:** a) Power of Authority of the person signing the bid	
	b) Letter of Authority of the person attending the bid opening.	
	c) In case bidder is not manufacturer:	
	Letter of authority from the manufacturer that they will meet the commitment of the bidder and supply the material in time, as required.	
4	Indicate Country of origin of offered GOODS	
5	Indicate dispatch point (Place of dispatch)	
6	**Bid Security Details:** a) Name and Address of Issuing Bank: b) Security No. & Date: c) Value (Rs. _____) d) Validity (Valid for a minimum of 6 (Six) months from the final date of submission of offer e) Details of Issuing Bank i) Name: ii) Full Address:	

	iii) Tel. No.: iv) Fax. No.: v) E-mail: vi) Name & Designation of the contact person	
7	**Validity of Bid:** Valid minimum for Four (4) months from the final date of submission of offer.	
8	a) Please confirm that the scope of work is complete as per tender requirement.	
	b) If reply to (a) is 'No', have all 'Exception & Deviation' been furnished in the format attached with bid document.	
	c) Confirm there are no 'Exception & Deviation' other than those indicated as (b) above and if indicated in offer elsewhere the same shall be considered 'NULL & VOID'.	
9	**Delivery Period / Completion Period:** Confirm your acceptance of delivery period/completion period as per requirement specified in bid Document in 'Time Schedule' on FOT Project Site Basis to be reckoned from date of Purchase Order (PO).	
10	**Currency of Offer:** a) Please indicate the currency in which the offer is submitted. (for foreign bidder US Dollar for foreign component and/or Indian Rupee). b) For Domestic bidder in Indian Rupees c) Please confirm that the currency once quoted shall not be permitted to be changed.	
11	**Correspondence Language:** a) Confirm that all correspondence will be in English language only.	
12	**Price:** a) Ensure and confirm that unit prices Quoted in 'Price Schedule', (i.e. Schedule of Rates) on FOT Site Basis.	
	b) Confirm that price quoted is as per 'Price Format' given in tender document without any change.	
	c) Confirm that quoted prices will remain firm and fixed till complete execution of the order. Purchase Order (PO), placed within offer validity, shall be considered as 'Notification of Award of Contract'.	
	d) Confirm that the tender document is carefully studied & understood and has taken its full consideration in the quoted prices.	
	e) Confirm that Blank SOR submitted with unpriced part of the bid	

	contains the followings	
	i) Each 'Cell' of the schedule has been marked "Quoted" or "Not Quoted" and none of the 'Cell' has been left blank.	
	ii) All information on the top of the SOR or at the 'Note' of the SOR has been provided in totality.	
13	**Spares (Article – 19 of GCC):** Confirm that 2 years Spares if required in Bid Document, have been quoted on FOT Site and/or FOB port of exit Basis and Freight charges have also been indicated separately.	
14	**Freight Charges:** **For Indian bidder** -Ensure & confirm that firm freight charges up to Project Site has been quoted separately for each item in SOR.	
15	**Transit Insurance and all other insurances:** a) Transit Insurance and all other insurance shall not be arranged by the Purchaser. Confirm that Insurance charges have been included in the quoted price.	
16	**Goods & Service Tax (GST) for Indian bidders:** Indicate rate of taxes & duties applicable, as quoted in price schedule a) Goods & Service Tax	
	b) Confirm that GST indicated above is what has been indicated in blanked SOR and also in Priced SOR submitted.	
	c) In case of Discrepancy, rate indicated here shall be considered for bid evaluation. However, order will be placed on the lower one. Difference will be borne and paid by bidder.	
17	**Taxes & Duties for Indian bidders:** All taxes, duties, levies, License fee, etc. incurred until delivery of the contracted goods, shall be borne and paid by the bidder. However, Goods & Service Tax on finished products shall be reimbursed by the Owner (limited to provisions in the quoted price as per bid document). The statutory variation in taxes & duties (payable on finished product) if any, within the contractual delivery period shall be to the Owner account. Further, variation in basic charge on Goods & Service Tax within contractual delivery schedule, shall be borne and paid by the Owner. (However, limited to provision in bid documents).	
18	**Goods & Service Tax for Indian bidders:** a) Indicate present rate of terminal Goods & Service Tax (GST)	

	applicable on the supplies and as quoted in price schedule. In case, Bid Document calls for Spares (Mandatory/2 years) where generally more than one rate of GST is applicable, then such rates as considered in the offer are to be indicated in the itemized Spare parts list.	
	b) If there is any variation in Goods & Service Tax at the time of supplies for any reason, other than statutory, including due to turnover, confirm the same will be borne by bidder.	
	c) It is noted and confirmed that statutory variation in GST within contractual delivery shall be to Owner's account.	
	d) If GST is presently not applicable, confirm whether the same will be borne by bidder in case it becomes leviable later.	
	e) In case (b) or (d) is not acceptable, indicate maximum rate of GST chargeable (same shall be considered by Owner for price evaluation & comparison).	
19	**Price Reduction Schedule:** a) Confirm acceptance of Price Reduction Schedule (PRS) as per clause 26 of GCC and modified as per SCC i) For delay in completion/ delivery beyond the contractually agreed delivery schedule as specified in the Bid Document. ii) for deficiency in performance & services as per the provisions of Bid Document. The invoice shall be submitted for the amount duly reduced to the extent of PRS. Otherwise, purchaser/owner reserves the right to deduct the same.	
	b) Confirm that in case of delay in delivery beyond CDD, any new or additional or increase in taxes and duties imposed after contractual delivery the same shall be to Bidder's account.	
20	**Terms of Payment as specified in Special Conditions of Contracts:** a) Confirm acceptance of terms of payment. b) It is noted and confirmed that deviations to 'Terms & Conditions of Payment' may lead to rejection of offer, as Owner considers fit. c) All the Deviation have been indicated in 'Exception & Deviation' format (including annexure, if any) and have not been repeated in the bid/offer and if repeated, the same shall be considered " Null & Void"	
21	**Guarantee / Warranty:** Confirm that the GOODS shall be guaranteed against defective materials/workmanship, etc., for a period of 24 months from the last Shipment or 12 months from the commissioning date, whichever is earlier, as per Guarantee/warranty conditions of Bid Document.	
22	**Contract-cum-Performance BG (e-BG preferable):**	

	Confirm that Contract-cum-Equipment-Performance Bank Guarantee (CPBG) for 10% of Delivery Order Value shall be furnished as per provision of bid document, valid for 3 months beyond the expiry of Guarantee/Warranty or Defect Liability period, as applicable as per terms of Bid Document.	
23	**Inspection (Article – 13 of GCC):** a) Confirm acceptance to inspection requirements as per Bid Document. b) As inspection & certification of all goods may also be conducted by OWNER. Confirm there shall be no extra charges, since all personal & incidental expenses of Owner's Inspectors shall be borne by the Owner.	
24	**Part order:** Confirm acceptance to PART ORDER. In case of part ordering any value of part ordering, charges if quoted lump sum and/or applicable to more than one item, shall be prorated on a value basis.	
25	**Quantity Variation:** PURCHASER reserves the right at the time of award of ORDER to increase or decrease by up to 20% the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.	
26	**Agent Commission:** a) Confirm Agent Commission ha s been indicated in the price bid. b) The Agent Commission has been included in FOB/CFR/CIF prices indicated in the price bid.	
27	**Advance Payment:** Please note that No Advance payment shall be made by Purchaser / Owner	
28	**MISCELLANEOUS:** a) Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder. b) Confirm that all documents, as per Article -10 of ITB 'Documents comprising after by Bidder', have been enclosed. c) Confirm that owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.	
29	**Declaration by Bidder:**	

	a) Confirm acceptance in toto of the Terms & Conditions contained in the bid document. Deviation, if any, have been listed in 'Exception & Deviation' format. b) Confirmed that all the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted and confirmed that Terms & Conditions indicated elsewhere including any Printed Terms & Conditions, shall not be considered by Owner. c) Confirm that any of the Directors of bidder is not a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director. d) Confirm that you have not been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s). If you have been banned or delisted, then this fact must be clearly stated. e) Confirm that bidder has not under litigation including arbitration for 20 years i) If answer is No, then confirm that complete details of litigation and/or arbitration have been furnished in the offer.	

Bidder Signature:
Name:
Designation & Stamp:

MNGL (INDIA) LIMITED	**Tender for Rate Contract for a period of 02 (Two) years for procurement of MDPE Ball Valves of various sizes for CGD Network of Pune GA of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/145**

VOLUME II OF II

C O N T E N T

Sl. No.	**Description**
SECTION - V	SPECIAL CONDITIONS OF CONTRACT (SCC)
SECTION - VI	MATERIAL REQUISITION & TECHNICAL SPECIFICATIONS
SECTION - VII	UNPRICED SCHEDULE OF RATES

SECTION - V
SPECIAL CONDITIONS OF CONTRACT (SCC)

The following articles should supplement the Instructions to Bidders and General Conditions of Contract (GCC). In case of any conflict between General Conditions of Contract and Special Conditions of Contract, the latter shall prevail to the extent applicable.

1. SCOPE OF SUPPLY:

The scope of supply shall be as given in Material Requisition and Technical Specifications (Section-VI of Volume II).

The contract shall be valid for 02 years from the date of PO and the delivery of the Items shall be as per the time schedule included elsewhere in the tender documents. The Zero date for the supply as per the time schedule will be the date of written intimation from MNGL.

2. QUALITY ASSURANCE / QUALITY CONTROL:

2.1 The supplier shall prepare a detailed Quality Assurance Plan for the execution of Contract for various facilities, which will be mutually discussed and agreed to.

2.2 The supplier shall establish documents and maintain an effective quality assurance system outlined in a recognized code.

2.3 The Purchaser, while agreeing to a Quality Assurance Plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop/site as deemed necessary for quality assurance.

3. QUANTITY VARIATION:

The tendered quantity may vary depending upon the project requirement. MNGL reserves the right to decrease/increase the quantity of any SOR item subject to the overall ceiling of contract value depending upon its requirement. MNGL cannot assure any firm commitment for procurement of entire quantities in the tender / Rate Contract. After issue of Rate Contract, Delivery Order (DO) shall be placed for each & every requirement.

4. DISPATCH INSTRUCTIONS:

4.1 Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.

4.2 Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the Vessel / Trailers, description and weight of the material and shipping marks etc. to be submitted along with the documents.

5. INSPECTION:

M/s. MNGL (India) Ltd. (MNGL) reserves the right to engage its own personnel and/or MNGL's inspection agency. All the charges towards all kinds of tests shall be included in the quoted rates. No additional payment to this effect will be made. The charges towards MNGL's Inspection Agency, if engaged, shall be borne by MNGL.

6. REJECTION:

6.1 Any materials/goods covered under scope of supply, which, during the process of inspection by appointed third party, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch, are found not conforming to the requirements/specifications of the Purchase Requisition / Order, shall be liable for immediate rejection.

6.2 Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to EMPLOYER.

7. TIME SCHEDULE:

Schedule for Supply:

Purchase Orders shall be released by MNGL in quantities required as per our target and plan. However, it may vary on either side. The completion schedule shall be as under:

Item Description	Completion schedule
Supply of MDPE Ball Valves (FOT Site basis) including packaging, forwarding, insurance, transportation, Loading / Unloading etc. at MNGL sites / designated store.	Within 10 (Ten) Weeks on FOT site from the date of written intimation / Delivery Order by MNGL.

Date of Delivery: The date of receipt of material at MNGL Stores / Site shall be taken as the date of delivery.

8. PAYMENT TERMS:

The terms of payment shall be as follows:

100% (Hundred Percent) payment within 45 days on receipt of goods at site, along with following dispatch documents.

i) Cenvatable Invoice in triplicate.
ii) Inspection Release Note by Owner or his appointed or approved agency.
iii) GR / LR.
iv) Packing List.
v) A certificate from manufacturer that all items/ equipment under supply including its components or raw material used with manufacturing are new and conform to the tender requirement. In case manufacturer is not the contractor, the contractor owning overall responsibility will duly endorse this certificate.
vi) Performance Bank Guarantee(s) of 10% of Delivery Order Value. If already submitted, a copy of the same.
vii) Document related to CENVAT credit to be claimed by Owner, if applicable.

9. PRICE REDUCTION SCHEDULE:

The supplier agrees that time of supply of Stores / Works shall be of the essence of the Contract. If the supplier fails to supply Stores / Works within the respective scheduled/fixed date for supply, Company may without prejudice to any other right or remedy available to the Company:

a. Recover from the supplier, as certained and agreed, genuine pre-estimate price reduction and not by way of penalty, a sum equivalent to 1/2% per week or part thereof for each week's delay, prorated for part thereof beyond the scheduled supply date each subject to maximum of 10% of Delivery Order Value, even though the Company may accept delay in supply after the expiry of the scheduled supply date.

b. Arrange to get supply from elsewhere on account and at the risk of the Supplier, such decision of the company being final and binding on the supplier.

OR

c. Terminate the contract or a portion of the supply work thereof, and if so desired, arrange for the supply in default by the supplier to be attained from elsewhere at the risk and cost of the supplier.

10. GENERAL INFORMATION RELATING TO CONSIGNEE ADDRESS, BANKER'S NAME, PAYING AUTHORITY, INSURANCE AGENT ETC.:

- **Location & Address of project Consignee**:
  M/s. MNGL (India) Ltd.,
  Pride Purple Coronet, 2nd Floor,
  Baner Road, Baner, Pune - 411045

  Address of Store at Pune:
  M/s. MNGL (India) Ltd.,
  Gate No. 1377A Village Wadki,
  Tal Haveli, Dist. Pune - 412308

  Address of Stores at Nashik:
  M/s. MNGL (India) Ltd.,
  C/o. Parth Warehousing,
  9th Mail, Mumbai Agra Highway,
  At Jaulake, Tal. Dindori,
  Dist. Nashik – 422206

  Address of Store at Sindhudurg:
  M/s. MNGL (India) Ltd.,
  C/o. site at At Post Madhyachiwadi (Raiwadi),
  Pat Parule Road, Pinguli,
  Tal. Kudal, Dist. Sindhudurg 416520

  Address of Stores at Ramanagara:
  M/s. MNGL (India) Ltd.,
  C/o. LTG-BRV e City,
  Kodiyalakarenhalli Village,
  Bidadi Hobli, Taluk & Dist. Ramanagara – 562109

  Address of Stores at Nanded:
  M/s. MNGL (India) Ltd.,
  C/o. site at Survey no 123 NH 361
  Nanded Latur Road Near Sai Baba Mandir
  Dhangharwadi District Nanded - 431606

  Address of Stores at Nizamabad:
  M/s. MNGL (India) Ltd.,
  C/o. site at Survey No. 238/1,
  Nizam Sagar Road,
  Devanpally, Kamareddy,
  Telangana – 503111

- **Name & Address of the Bankers**:
  State Bank of India,
  Industrial Finance Branch,
  Tara Chambers, Pune Mumbai Road,
  Wakdewadi, Shivajinagar, Pune-411003

- **GST Number for Maharashtra**: 27AAECM5536G1ZF
  GST Number for Karnataka: 29AAECM5536G1ZB
  GST Number for Telangana: 36AAECM5536G1ZG

- **Paying Authority**: **CFO**
  M/s. MNGL (India) Ltd.,
  Pride Purple Coronet, 3rd Floor,
  Baner Road, Baner, Pune - 411045

- **Name & Address of consignee for import at seaport/ airport of entry**: Mumbai

- **Whether Certificate for availing concessional project rate of customs duty will be given:** No

- **Name & Address of insurance agency:**
  To be informed at the time of placement of PO.
- Mode of Payment: A/C Payee Cheque / NEFT
- Preferred mode of dispatch:
  Imports: Sea
  Domestic: By Road
- Inspection agency for indigenous items: MNGL / Third-party inspection agency appointed by MNGL.

SECTION – VI

MATERIAL REQUISITION & TECHNICAL SPECIFICATION

MATERIAL REQUISITION

Tender No.: MNGL/CP/2026-27/145

Project: City Gas Distribution Project of MNGL, Pune.

Items: Tender for Rate Contract for a period of 02 (Two) years for procurement of MDPE Ball Valves of various sizes for CGD Network of Pune GA of MNGL.

Sl. No.	Item Description	Unit	Quantity
1.1	63mm PE Ball Valve ES 2 Purge Type	Nos.	90
1.2	90mm PE Ball Valve ES 2 Purge Type	Nos.	30
1.3	125mm PE Ball Valve ES 2 Purge Type	Nos.	150
1.4	180mm PE Ball Valve ES 2 Purge Type	Nos.	02

Note: The quantities given above are subject to change.

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATION FOR MDPE BALL VALVES:

1. Item: PE Ball Valve Two-Purge Type
2. Standard: ASME B 16.40, EN 1555-4
3. Pressure Class: PE100 SDR 11.
4. Design Pressure: 6 bar (g).
5. Operating Pressure: 4 bar (g)
6. Design Temperature: 65 0 C.
7. Operating Temperature: 10 0 C to 45 0 C
8. Valve Design: Full Bore
9. End Connections: PE100 grade Material (Spigot - Electrofusion type)
10. Stem Extension: Integral stem extension required (Minimum 690 mm from the Top of the pipe). Stem extension should be an integral part of the valve body.
11. Valve Design: One-piece construction.
12. Ball position Indicator: Open / Close limits required; Open / Close indicator required
13. Location: Underground

SECTION – VII

UNPRICED SCHEDULE OF RATES

Schedule of Rates (SOR) / Item-wise BOQ is enclosed separately on e-tendering portal. The following is to be submitted along with Technical Bid, duly filled in, quoted / not quoted:

SOR Item No.	Item Description	Qty.	Unit	Quoted / Not quoted
1.1	63mm PE Ball Valve ES 2 Purge Type	90	No.	
1.2	90mm PE Ball Valve ES 2 Purge Type	30	No.	
1.3	125mm PE Ball Valve ES 2 Purge Type	150	No.	
1.4	180mm PE Ball Valve ES 2 Purge Type	02	No.	

Notes:

1. Evaluation shall be done on an item-wise least-cost basis to the Purchaser & order shall be placed on L-1 bidder accordingly.
2. Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above.
3. Bidder shall note that any error in estimating these taxes & duties will be to Bidder's Account.

a. Goods & Service Tax @----------
Please indicate the break-up of the above GST as below:
   i) CGST @_____
   ii) SGST @_____
   iii) IGST @_____
   iv) UGST @_____

Seal & Signature of Bidder