MNGL (India) Limited

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

CNG & CITY GAS DISTRIBUTION PROJECT
FOR NASHIK GA

BID DOCUMENT
FOR RATE CONTRACT FOR THE PERIOD OF TWO YEARS FOR DEPLOYMENT OF 2 NOS. OF CNG OPERATIONS & MAINTENANCE VEHICLES FOR EMERGENCY AND BREAKDOWN RESPONSE AT CNG/LNG STATIONS ACROSS NASHIK GA AND ZODGE GA

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

Bid Document No.: MNGL/CP/2026-27/155 Dt: 20.11.2026

CONTENTS

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

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

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

PART – D
1. SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT (SCC)
2. SCHEDULE OF RATES (SOR)

PART - A

1.0 INVITATION FOR BIDS (IFB)

SECTION-I
INVITATION FOR BIDS (IFB)

BID DOCUMENT NO.: MNGL/CP/2026-27/155 Date: 20.11.2026

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

1.0 TENDER INFORMATION

Tender document number	MNGL/CP/2026-27/155 dated 20.11.2026
ITEM(S)	Tender for **rate contract for the period of Two years for Deployment of 2 Nos. of CNG Operations & Maintenance Vehicles for Emergency and Breakdown Response at CNG/LNG Stations across Nashik GA and Zodge GA**
TYPE OF BID	Open Domestic Competitive Bidding
EARNEST MONEY/ BIDSECURITY	Rs. 95,000/- (Rupees Ninety Five Thousand Only) in the form of Demand Draft/eBG/BG to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune OR Online through e-portal.
TENDER FEE (Non-refundable)	Not applicable
Pre-bid meeting date and time	Not applicable
BID VALIDITY	4(four) months from the bid due date
Bid submission due date and time	03.12.2026 till 15:00 Hrs. IST
Bid Submission at	https://etenders.gov.in
Techno-commercial bid opening date and time	04.12.2026 at 16:00 Hrs. IST
Price bid opening date and time	Date and time shall be intimated later
Address for submission of EMD/Bid Security and venue for pre-bid meeting and opening of bids	Manager (C&P) C&P Department, M/s. MNGL (India) Limited, Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000 / 1156 Email: gasaid@mngl.in / kavita.sadaphule@mngl.in

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

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

2.0 BIDDING PROCEDURE

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

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

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

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

3.0 DOWNLOADING OF TENDER DOCUMENT

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

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

4.0 PRE-BID MEETING:

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

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

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

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

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

Advisories for the bidders attending the pre-bid meeting:

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

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

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

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

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

5.0 OTHERS:

5.1 Bid Document is non-transferable.

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

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

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

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

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

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

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

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

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

i) Do not meet BEC Criteria
ii) Bid Security
iii) Performance Security (Contract Performance Bank Guarantee), 10% of annualized Contract/Order value
iv) Delivery Period
v) Terms of Payment
vi) Force Majeure
vii) Resolution of Dispute/Arbitration
viii) Termination of Contract,
ix) Warranty and Guarantee
x) Offer not submitted for complete scope of work
xi) Firm prices

xii) Prices not quoted as per Schedule of Rates formats.
xiii) Bidder have been banned by Government of India or any its Agency/ Undertaking/ Department of Government of India.
xiv) Bidder is under liquidation.
xv) Bids not conforming to technical specification/requirements.
xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
xvii) Price Reduction Schedule.

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

THIS IS NOT AN ORDER

Yours faithfully,
for **M/s. MNGL (India) Limited, Pune**

Kavita Sadaphule
Manager (C&P)

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

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

ANNEXURE-I to IFB

BIDDER'S ELIGIBILITY CRITERIA

0.0 INTRODUCTION:

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

1.0 GENERAL INFORMATION:

This tender deals with **rate contract for the period of Two years for Deployment of 2 Nos. of CNG Operations & Maintenance Vehicles for Emergency and Breakdown Response at CNG/LNG Stations across Nashik GA and Zodge GA**

2.0 BIDDER'S ELIGIBILITY CRITERIA:

The following are the BEC parameters: **-**

2.1 TECHNICAL (EXPERIENCE CRITERIA):

A. BEC – Technical:

1) Bidder must have experience of providing similar services (Hiring of vehicles) and must have executed a single order / contract of similar nature having minimum value of Rs. 11.80 Lakhs in preceding 5 years reckoned from bid due date.

2) The bidder must own at least 1 No. equivalent vehicle as on bid due date.

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

Documentary proof required against above mentioned BEC is as under:

1) The documentary proof of experience such as work order copies and completion / performance / Execution / client certificates indicating executed value in support of meeting above criteria should be submitted along with the bid.

2) Documentary proof of copy of valid RC must be submitted by the bidder along with the bid.
   In absence of requisite documents, MNGL reserves the right to reject the bid without making any reference to the bidder.

EVALUATION AND AWARD OF WORK:

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

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

Annexure- I to IFB
FORMAT-A

ANNUAL TURNOVER

Applicant's Legal Name : Date:
Tender No.:

Page …… of ……..

Each bidder must fill in this form (Single Entity)

Annual Turnover data for the last 3 audited financial years.

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

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

Signature of Bidder

(*) To filled by Owner

Annexure- I to IFB
FORMAT-B

FINANCIAL SITUATION

Applicant's Legal Name : Date:
Tender No.:
Page …… of ……..

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

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

1. Attached are copies of the audited balance sheets, including all related notes, and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.
   • All such documents reflect the financial situation of the bidder and not sister or parent companies.
   • Historic financial statements must be audited by a certified accountant
   • Historic financial statements must be complete, including all notes to the financial statements
   • Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial period shall be requested or accepted).

Signature of Bidder

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

Annexure- I to IFB

FORMAT-C

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

Date:

To,
M/s. Maharashtra Natural Gas Limited,
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:

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, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

REGISTRATION

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

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

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

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

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

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

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

SEARCHING FOR TENDER DOCUMENTS

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

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

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

PREPARATION OF BIDS:

(i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.
After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.

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

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

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

(v) Bidders can update well in advance, the documents such as experience

certificates, annual report, PAN, EPF & other details etc., under “My Space/ Other Important Document” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

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

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

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

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

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

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

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

(viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**
Bidders shall download the Schedule of Quantities & Prices i.e. Schedule of Rates, in XLS format and save it without changing the name of the file.

Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.

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

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

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

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

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

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

ASSISTANCE TO BIDDERS:

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

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

INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Scope of Bid :

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

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

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

2. Eligible Bidder

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

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

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

2.4 The bid should be from actual manufacturers.

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

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

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

3. **Bid Evaluation Criteria:-**

3.1 Technical Experience Criteria - As per Annexure – I of IFB.

3.2 Financial - As per Annexure – I of IFB

4. VOID

5. One Bid per Bidder

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

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

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

5.3 Alternative Bids shall not be considered.

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

6. Cost of Bidding

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

7.0 SITE VISIT

7.1 The bidder may visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparation of the bid and entering into contract. The cost of visiting the site shall be at bidder's own expenses.

7.2 The bidder or any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and

against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any loss, damage, costs, and expenses incurred as a result of the inspection.

B. BIDDING DOCUMENTS

8. Content of Bidding Document

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

Volume I of II
Volume II of II

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

9. Clarification of Bidding Documents

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

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

10. Amendment of Bidding Documents

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

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

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

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

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

11. Clarification of Bidding Documents

11.1 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 email at the address indicated in the tender/RFQ. The Owner will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least one (01) working day prior to the pre-bid meeting date. Written copies of the Owner's response (including an explanation of the query but not necessarily identifying the source of inquiry) will be hosted on CPPP's e-tendering website **https://etenders.gov.in/eprocure/app** and official MNGL website www.mngl.in along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

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

12. Amendment of Bidding Documents

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

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

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

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

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

C. PREPARATION OF BIDS

13. Language of Bid

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

14. Documents Comprising the Bid

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

14.1.1 **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 favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
iv) Specific experience, annual turnover and equipment deployment details as 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 favour of any one or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.
xi) Confirmation of no deviation as per Format F-6.
xii) 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, Labour welfare registration under Maharashtra Labour Welfare Fund Act and Shop Act Registration certificate.**
xiv) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.
xv) Any other information/details required as per bid document.

14.1.2 **Financial cover:**
Price bid SOR as per prescribed format on the e-tender portal.

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

14.3 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.

14.4 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.

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

14.6 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.

14.7 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.

15. **Bid Prices**

15.1 The Prices should be quoted in INR only.

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

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

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

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

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

15.7 Alternative bids shall not be considered.

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

15.9 The bidder shall have to raise the Cenvatable invoice.

16. **Bid Validity**

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

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

17. **Bid Security**

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

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

17.3 VOID

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

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 accepting the award & signing the Agreement, pursuant to Clause-39 and furnishing the Contract Performance Security pursuant to Clause-40.

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 Notification of Award/Service Order (SO) or

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

iii) to accept arithmetical corrections,

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

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

18. **Pre-Bid Meeting – As per IFB**

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

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

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

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

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

20. **Zero Deviation**

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

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

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

20. **Mode of Payment**

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

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

D. SUBMISSION OF BIDS

22.0 DEADLINE FOR SUBMISSION OF BID

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

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

previously subject to the original deadline will thereafter be subject to deadline as extended.

23.0 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.

24.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

E. BID OPENING AND EVALUATION

25. Bid Opening

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

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

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

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

26. **Process to be Confidential**

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

27. **Contacting the Employer**

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

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

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

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

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

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

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

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

29.0 **OPENING OF PRICE BID**

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

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

30. **Correction of Errors**

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

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

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

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

31. **VOID**

32. **Evaluation and Comparison of Bids**

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

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

34. **Purchase Preference - VOID**

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

F. AWARD OF CONTRACT

36. **Award**

36.1 Subject to Clause 28, MNGL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the contract.

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

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

38. **Notification of Award**

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

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

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

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

39. **Signing of Agreement**

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

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

40. **Contract Performance Security**

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

40.2 The contract performance security shall be for an amount equal to 10% of the annualized value of the contract towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee/ DD/ Letter of Credit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. This Bank Guarantee shall be valid for a period of 27 Months.

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

41. **Corrupt or Fraudulent Practices**

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

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

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

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

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

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

42. PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA:

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

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

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

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

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

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

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

Explanation—

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

b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

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

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

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

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

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

Attachment- 1

UNDERTAKING ON LETTERHEAD

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

Sub:

Tender No:

Dear Sir,

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

(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:

2.0 ANNEXURE TO INSTRUCTIONS TO BIDDERS (ITB)

CONTENTS

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

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

EVALUATION / COMPARISON OF BIDS

1.0 The Employer will examine the bids to determine whether the bids are complete as per Check List, Stamped and signed on each page and are in order.

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

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

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

5.0 **EVALUATION OF PRICE BIDS**

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

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

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

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

LIST OF FORMATS

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

CONTENT

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

F-1
BIDDER'S GENERAL INFORMATION

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

1.1 Bidder Name : _____

1.2 Number of Years in Operation :
_____

1.3 Registered Address : _____
_____
_____

1.4 Operation Address : _____
if different from above
_____

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

1.6 E-mail address & Web Site : _____

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

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

_____
(SIGNATURE OF BIDDER WITH SEAL)

F-2
BID FORM

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

Dear Sir,

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

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

If our bid is accepted, we will provide the performance security equal to 10% (ten percent) of the Annualized Contract Price, for the due performance with in fifteen days of such award.
Until a final Agreement is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

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

SEAL AND SIGNATURE
DATE: _____

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)
WITNESS NAME:
ADDRESS:

F-3
LIST OF ENCLOSURES

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

Dear Sir,

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

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

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

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

4. Methodology of execution of work.

5. Execution schedule with interlinking of various activities.

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

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

F-3A
FINANCIAL DETAIL

EACH BIDDER MUST FILL IN THIS FORM

a) Annual Turnover data for the last 3 years.

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

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

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

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

1. Net Worth = Reserves + Capitals – Accumulated Loss

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

(*) To be filled by Employer

F-4

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be stamped in accordance with the Stamp Act)

Bank Guarantee No. ……

Ref: …… Date ……

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

Dear Sir(s),

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

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

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

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be 6 months after the date finally set out for closing of tender]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s _____whose behalf this guarantee is issued.
In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____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 from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee/ all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.

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

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

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

No.: Date:

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

Dear Sir,

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

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

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

F-6
NO DEVIATION CONFIRMATION

(Tender/ Bid Document No. _____)

EXCEPTION AND DEVIATION STATEMENT

NAME OF WORK:

BID DOCUMENT NO. :

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

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

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____
& SEAL

F-7
CERTIFICATE

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

Dear Sir,

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

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

_____

(**SEAL AND SIGNATURE OF BIDDER**)

F-8

DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS

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

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

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

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

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

_____

(**SEAL AND SIGNATURE OF BIDDER**)

F-9
PRESENT COMMITMENTS OF THE BIDDER

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

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

_____

(**SEAL AND SIGNATURE OF BIDDER**)

F-10

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

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

Dear Sir,

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

The Contracts conditions provide that the CONTRACTOR shall pay a sum of Rs. _____(Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Maharashtra Natural Gas Limited, in case of default.
The said _____ has approached us and at their request and in consideration of the premises we _____having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

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

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

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

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

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

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

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

Yours faithfully,

_____Bank

By its Constituted Attorney

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

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

FORMAT FOR TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)
Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -
_____

Dear Sir / Madam,

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

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/ MNGL/MoP&NG/Oil Public Sector Enterprise(s) undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

COMMERCIAL QUESTIONNAIRE

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

MNGL (India) Limited	Tender for rate contract for the period of Two years for Deployment of 2 Nos. of CNG Operations & Maintenance Vehicles for Emergency and Breakdown Response at CNG/LNG Stations across Nashik GA and Zodge GA Bid No.: MNGL/CP/2026-27/155

COMMERCIAL QUESTIONNAIRE

Note:

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

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

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

_____

(**STAMP & SIGNATURE OF BIDDER**)

CHECK LIST

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

CHECK LIST FOR SUBMISSION OF BID

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

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

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

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

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

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

OR

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

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

(B) **CONFIRMATION OF VARIOUS FORMATS**

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

Submitted ☐

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

Submitted ☐

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

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

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

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

(B.6) Goods & Service Tax Registration Certificate

Submitted ☐ GST Registration No. _____

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

Submitted

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

Submitted

(B.9) Deployment List of Supervisory personnel:

Submitted ☐

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

Submitted

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

(C.1) Deviation (if any)

as per Format - F-6 :

Submitted ☐

(D) **REGARDING TECHNICAL DETAILS**

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

Submitted ☐ Not Applicable ☐

(STAMP & SIGNATURE OF BIDDER)

General Conditions of Contract

ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS

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

AGREEMENT means the agreement concluded on non-judicial stamp paper between M/s. MNGL (India) Limited and Service provider for Services as per this Bid document.

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

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

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

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

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

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

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

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

ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTNT

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

Service provider, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

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

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

ARTICLE 3.3: MNGL REPRESENTATIVE

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

ARTICLE 3.4: SERVICE PROVIDER REPRESENTATIVE

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

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

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

ARTICLE 3.5: PAYMENT TERMS

3.5.1 The terms of payment shall be as follows:

The Contractor shall raise the Invoice(s) to the Owner for payment of Bills and billing cycle shall be of 30 days. Payment shall be made based on actual work done & certified by Engineer-in-charge and completion of all contractual obligations. Payment shall be made within 45 days from the date of submission of monthly bill certified by Engineer in Charge.

ARTICLE 3.6: PERFORMANCE GUARANTEE

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

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

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

ARTICLE 3.7: CONFIDENTIALITY

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

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

ARTICLE 3.8: TAXES AND DUTIES

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

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

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

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

ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION

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

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

MNGL shall suggest a panel of three independent and distinguished persons to the other party (Service provider) to select any one among them to act as the sole Arbitrator.

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

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

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

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

ARTICLE 3.10: LEGAL CONSTRUCTION

3.10.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian

Laws as in force for the time being and is subject to and referred to the Court of Law situated at Pune.

ARTICLE 3.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

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

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

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

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

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

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

ARTICLE 3.12: PRICE REDUCTION SCHEDULE (PRS)

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

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

3.12.3 Please refer penalties in Scope of Work.

ARTICLE 3.13: ASSIGNMENT

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

ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

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

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

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

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

ARTICLE 3.15: LIABILITIES

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

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

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

ARTICLE 3.16: TERMINATION OF CONTRACT

3.16.1 Termination for Default:

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

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

3.16.2 Termination for Insolvency

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

3.16.3 Termination for convenience

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

ARTICLE 3.17: MODIFICATION

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

ARTICLE 3.18: CONTRACT/AGREEMENT

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

ARTICLE 3.19: FORCE MAJEURE

Shall mean and be limited to the following:

a) War/hostilities
b) Riot or Civil commotion
c) Earthquake, flood, tempest, lightening or other natural physical disaster.

d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Service provider.

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

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

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

ARTICLE – 3.20: Rectification Period

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

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

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

ARTICLE – 3.21: Sub Contract

Any sub contract to be made by the Service provider relating to the services shall be made only to such extent and with such duly qualified specialists and entities

as shall be approved in writing in advance by MNGL. Upon the request of MNGL, the Service provider shall submit for MNGL prior approval, the terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the Service provider shall remain fully responsible for the performance of services under the CONTRACT.

ARTICLE – 3.22: Notices

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

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

ARTICLE – 3.23: Acquisition of Data

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

ADDITIONS TO GCC:

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

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

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

2. Rate of the item, which shall be delivered as follows:

a) Based on rate of machine and labor as available from the contract (which is including 15% cover towards contractor's profit overhead and other expenses).

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

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

Annexure-I to GCC

PROFORMA FOR CONTRACT AGREEMENT

LOA No. MNGL / dated ----------

AGREEMENT for "_____" (hereinafter called the "Job") made on _____ day of _____, 2026 between M/s _____, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the M/s. MNGL (India) Limited,Plot No. 27, 1st Floor, Narveer Tanajiwadi PMPML Bus Depot Commercial Building, Shivajinagar, Pune – 411005 hereinafter called "MNGL" (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

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

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

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

AND WHEREAS

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

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

1. In consideration of the payment to be made to the CONTRACTOR for the Job to be executed by him the CONTRACTOR hereby covenants with MNGL that the CONTRACTOR shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.

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

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

Signed and Delivered for and on on behalf of EMPLOYER.	Signed and Delivered for and on behalf of the CONTRACTOR.
M/s. MNGL (India) Limited,	(NAME OF THE CONTRACTOR)
_____	_____
_____	_____
Date: _____	Date: _____
Place: _____	Place: _____

IN PRESENCE OF TWO WITNESSES

1._____ _____ _____	1. _____ _____ _____
2._____ _____ _____	2. _____ _____ _____

PART - D

SCOPE OF WORK

SCOPE OF WORK

Scope of work & Technical Specification is as below:

Objective of the Contract

Maharashtra Natural Gas Limited, in short MNGL is a company incorporated in January 2006 to meet the City Gas distribution needs of various districts in Maharashtra. MNGL has got the PNGRB authorization for city gas distribution in Pune & Pimpri-Chinchwad, Nashik GA (Nashik district, Dhule district and part of Valsad), Sindhudurg, and Ramnanagar city near Bangalore including adjoining areas and subsequently will move on to other districts of Maharashtra depending on economic feasibility.
MNGL is a joint venture Company of two PSUs viz. GAIL (India) Limited (GAIL) and Bharat Petroleum Corporation Limited (BPCL) and with the mission to supply clean and green (eco-friendly) fuel.
Main business objectives of the company are as under:

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

To meet business objectives, 24 hrs duty vehicles are required to work on all days of the month including weekly offs and holidays without any overtime. Moreover, there should be 02 (two) nos. of drivers on each vehicle, it means each driver should be deployed max 12 hours duty.

The Contractor shall provide the vehicles on a monthly hire basis for a period of 2 (two) years, extendable by 1 (one) year, as per the terms and conditions of the contract. The deployment schedule of the vehicles shall be provided by MNGL based on its requirement. The contract period of 2 (two) years shall be reckoned vehicle-wise from the date of deployment of each vehicle. However, if the second vehicle is not deployed within 6 (six) months from the date of deployment of the first vehicle, the contract/closure date of the second vehicle shall be aligned with the closure date of the first vehicle. Accordingly, in such case, the contract period of the second vehicle shall be restricted so that both vehicles have the same closure date.

The vehicle shall be operating in the state of Maharashtra and shall be commercially registered for regular plying and shall necessarily have road permit to operate in the state.

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

1. The contractor has to provide following 2 nos. of vehicle with drivers on monthly hire basis as per following for a period specified in bid document. Commencement/deployment of vehicles will be as per MNGL's requirement. The area of operations and place of reporting of vehicles shall be as under:

Table No. CNG Vehicles model not earlier than 2024

Sl. No.	Type of vehicle running on Diesel/ Petrol/ CNG	Proposed fix monthly KMs & Duty Hrs.	Extra KM	Qty	Area of operation	Place of Reporting
1	Maruti Eeco (AC) **- CNG**	3000 kms & 24 Hrs. duty	1000 km Per Vehicle	2 Nos.	Nashik GA (Nashik, Dhule & Valsad)	Nashik, Dhule etc.

As 2 separate vehicles will be deployed with a fixed monthly running of 3,000 km each, a total of 6,000 fixed km will be considered for both vehicles per month. For calculation of extra kilometres, the cumulative kilometres travelled by both vehicles during the month shall be considered.

Any unutilised fixed kilometres of a month may be carried forward only to the immediately succeeding month. The balance kilometres carried forward from the previous month shall not be further carried forward or accumulated beyond the succeeding month. Accordingly, the carry-forward balance shall be re-calculated at the end of each succeeding month. This carry-forward mechanism shall be applicable for 2 successive months.

Example
Case1:
For any month, if the 1st Vehicle travels 3,056 km and the 2nd Vehicle travels 1,536 km, then the total kilometres travelled during **May 2026** shall be:

3,056 + 1,536 = 4,592 km

Against the monthly fixed limit of 6,000 km, the unutilised balance shall be:

6,000 – 4,592 = 1,408 km

Accordingly, the unutilised balance of 1,408 km shall be carried forward and adjusted against the succeeding month, i.e., June 2026.

During June 2026, if the 1st Vehicle travels 3,900 km and the 2nd Vehicle travels 3,200 km, the total kilometres travelled shall be:

3,900 + 3,200 = 7,100 km

Against the monthly fixed limit of 6,000 km, the excess kilometres travelled during June 2026 shall be:

7,100 – 6,000 = 1,100 km

Accordingly, **July 2026 shall commence with a fresh fixed monthly entitlement of 6,000 km**, without considering any balance from May 2026 or June 2026.

Case 2:

For any month, if the **1st Vehicle travelled 3,050 km** and the **2nd Vehicle travelled 3,090 km**, then for the month of **May 2026**, the total kilometres travelled will be:

3,050 + 3,090 = 6,140 km

Against **6,000 fixed km**, the excess kilometres will be:
6,140 – 6,000 = 140 km

Accordingly, **140 km will be considered as extra km** for the month.

2. Deployment of Vehicles
The area of operation for the deployed vehicles shall be Nashik GA, covering Nashik, Dhule and the designated part of Valsad. The vehicles deployed shall possess all necessary valid taxi/commercial permits for operation within the designated States and areas of operation. However, depending on operational requirements, vehicles may occasionally be required to travel outside the designated cities or areas of operation. In such cases, the Contractor shall be responsible for obtaining the necessary permits and authorizations, and MNGL shall reimburse the actual permit fees, toll charges and other applicable statutory charges paid to the concerned authorities against submission of valid documentary proof and payment receipts. The Contractor shall ensure deployment of the required vehicles within 15 days from the date of intimation by MNGL. In case of failure to deploy the vehicle(s) within the stipulated period, a penalty of ₹500 per

vehicle per day shall be levied for each day of delay beyond the stipulated deployment timeline.

3. The award of Contract(s) to the successful Bidder(s) will not entitle him the exclusive right to supply the entire requirement of hired vehicles. MNGL reserves the right to use its own vehicle(s) and equipment at its own convenience and discretion for the works during the currency of the Contract and also reserves the right to conclude parallel Contract(s) at the same time, including the splitting of the present work amongst the responsive Bidder(s), as per MNGL's decision which cannot be challenged by the Bidder(s).

4. Vehicle(s) deployed should be duly registered with R.T.O. under valid Permit(s), all taxes paid, comprehensively insured covering the risk of all passengers traveling in the vehicles. Vehicles should have valid Permit(s), required tools, spare wheels, portable fire extinguisher and spares for repairs to be carried out en-route.

5. Contractor should have valid "Permanent EPF Account" under RPFC and "ESIC" in its name. Wherever "ESIC" is not applicable, same shall be governed by "Workmanship Compensation Act". Documentary proof(s) of "Permanent EPF Account" and "ESIC" / "The Workmen Compensation Act" [prior to commencement of work, in case of award]", must be submitted.

6. The Contractor shall ensure that the vehicle(s) are kept clean and upholstery with neat seat covers duly washed / dry-cleaned to be provided at an interval as specified by the Officer in-Charge.

7. The Contractor will ensure that the drivers of the vehicles are given "one [01] day's off in a week" and provide alternative driver for that day.

8. Vehicles deployed for "24x7 hours duty" should have at least "two [02] drivers". Driver should not work more than 12 hrs. on this vehicle. If two drivers are not deployed penalty/fine of Rs 500 per day will be charged.

9. Vehicle, (s) to be provided with factory-fitting devices such as A/C and all other major components. Total run of a vehicle during the contract period or its extended period is not to exceed 1 lakh kms. In case a vehicle(s) has run 1 lakh kms, such vehicle(s) has to be discontinued and replaced by similar or better specifications vehicle(s) till the end of the contract period or extended period.

10. Contractor should maintain single point of contact with communication facility & he will seat at his own Office. His duty is controlling vehicles, daily check vehicle conditions, facilitate MNGL employees.

11. On vehicles front & back mirror “ON MNGL DUTY” and Emergency Vehicle clearly visible board is required. On right & left side of vehicle’s door is a clearly visible sticker of Maharashtra Natural Gas Ltd. with logo, required approx. size 1 ft. x 2 ft.

12. Contractor personally visit at MNGL offices at least twice in month for inspection of vehicles as well as driver’s uniform.

13. Vehicles must preferably be Maruti EECO CNG AC or equivalent to be available 24X7X365 round the clock

14. ERV shall be equipped with VTS (Vehicle Tracking System) along with advance feature like harsh brake and acceleration of speed monitoring, etc which shall give all information such as Live tracking, daily report generation, etc.

15. ERV shall have front, driver cabin and rear side camera for collecting the information at the time of any incident.

16. Contractor will pay wages of deployed drivers on or before 07th day of every months.

17. Binding (Hard) Logbook (at least 200 pages) will be provided by contractor which maintain by drivers on daily basis & Contractor/Supervisor will be ensure at your end. During inspection if found logbook not maintained then fine charges will be Rs. 500/-

18. All vehicles must be clean (inside & outside) on regularly basis, Contractor/Supervisor will be ensure at your end. If found any vehicle dirty on duty, then fine will be Rs. 500/- per vehicle per day.

19. Toll & parking charges will be paid by contractor which can claim along with bills on monthly basis. But if pay by user then double amount will be deducted his monthly bill with fine charges Rs. 1000/- per occasion. Also, driver should have sufficient currency/charged fastag to pay toll charges on daily basis if required.

20. If any driver found under influence of alcohol during duty hours will attract penalty of Rs.2000/- per incident per driver and immediate terminate of driver.

21. Contractor will make sufficient space in vehicle to keep tools and tackles, if required than rear side seat to be removed to make space of tools and tackles and equipment's.

22. If vehicle got breakdown and monthly servicing contractor has to provide standby vehicle on immediate basis. Else penalty of 1.5 times on pro-rata basis of monthly fixed charges will be imposed for non-availability of vehicles and drivers..

23. Extra kms will be paid as per the SOR of SO.

24. Please find below the applicable minimum wages for Nashik GA, considering the Semi-skilled category for Transport Drivers, as prescribed by the Government of Maharashtra, for the period July 2026 to December 2026.

The above rates shall be subject to revision from time to time in accordance with Government notifications and applicable policies. The Vendor shall be solely responsible for implementing and paying the **revised minimum wages**, without any additional financial implication to MNGL.

Minimum wages	**For the period July 2026 to Dec 2026** **Maharashtra State for Transport "Drivers"** Semiskilled
Basic	15240
DA	986
Basic + DA Total (A)	16226
HRA 5% of Basic + DA	811.30
Total (B)	**17037.30**
PF @ 13% on (A)	2109.38
ESI @ 3.25% on (A)	527.35
Leave Wages @ 5% on (A)	811.30
Bonus (Minimum Rs. 7000/-)	1351.63
Maharashtra Labor Welfare Fund	12.50
Total (C)	**4812.15**
Grand Total	**21849.45**
For 26 Days	840.36
Wages (Basic+DA) per day	**624**
Basic per day	**586**
DA per day	**38**

25. Police verification of drivers to be submitted before deployment within 90 days or penalty will be imposed Rs 1000 per month per driver.

26. Bidder has to maintain sufficient CNG fuel in Vehicle 24*7 * 365 days, If vehicle operations gets stopped due to lack of fuel than penalty of Rs.1000 will be charged per instance.

27. Vehicle will be deputed at MNGL office or MNGLs LCNG/CNG station at Nashik GA (Nahsik, Dhule and Part of Valsad) as per intimation. Vehicle to be available at designated location 24*7*365 days.

28. Shift change over of drivers will be done at MNGLs office or MNGLs LCNG/CNG stations.

Payment Terms:

Bidder has to submit the monthly bill on of before date 7th of each month and payment will be release within minimum 45 days from the day of submission of bill.

PART – E

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 GENERAL

1.1.1 Special Condition of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawing and any other documents forming part of this contract wherever the context so requires.

1.1.2 Where any portion of the General Condition of Contract is repugnant, to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Condition of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.1.3 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.

1.1.4 In case of an irreconcilable conflict between Indian and other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence.

i) Letter of Acceptance along with Statement of Agreed Variations.
ii) Telex/Telegram of Acceptance.
iii) Schedule of Rates as enclosures of Letter of Acceptance.
iv) Scope of work/services
v) Special Conditions of Contract
vi) General Conditions of Contract

1.1.5 It will be Contractor's responsibility to bring to the notice of Engineer-in-charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.

2.0 SCOPE OF WORK

The scope of work is described separately of the bidding document. It is however, explicitly understood that the scope as described is not limiting, in so far as the responsibilities of the contractor are concerned and shall include, inter alia ,carrying out any and all works and providing any or all facilities as are required to complete the work in all respect.

3.0 CONTRACT PERIOD:

Contract shall be for the period of 2 years from the date of SO which is further extendable for another 1 year on same terms and conditions of tender document at the sole discretion of MNGL depending on the performance of the Contractor.

If the contractor fails to mobilize, the owner at its option may terminate the contract as contractor's default.

4.0 INCOME TAX AND CORPORATE TAX

4.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

4.2 Corporate tax liability if any shall be on contractor's account.

5.0 STATUTORY VARIATION IN TAXES AND DUTIES

5.1 All duties, taxes ,fees, charges, expenses, etc except where otherwise expressly provided in the contract, as may be levied/imposed in consequence of execution of the work or in relation there to or in connection there with as per Acts, Laws, Rules, Regulations in force shall be in the Contractor's account.

5.2 The base date for the purpose of statutory variation shall be the due date of submission of bid.

5.3 Regarding Goods Service Tax and other CENVATABLE taxes if any, contractor shall submit CENVATABLE bills giving break up of tax amount ,so that owner can avail the Cenvat benefits as per rule.

6.0 PROVIDENT FUND AND ESIC

6.1 The Contractor shall strictly comply with the provisions of the Employees Provident Fund Act.

6.2 It is to be noted that the subject contract would be awarded only to those agencies that have valid P. F. Registration Number allotted to them by RPFC.

6.3 The contractor shall deposit employees and employers contribution to RPFC every month.

6.4 The contractor shall furnish along with each running bill, challan /receipts for the payment made to RPFC & ESIC for the preceding months.

6.5 In case the RPFC's challan/receipt, as above, is not furnished, Owner shall deduct 16% (Sixteen percent) of the payable amount from contractor's running bill and retain the same as a deposit. Such retaining amounts shall be refunded to Contractor on production of RPFC challan / receipt for the period covered by the related running bill.

7.0 TERMS OF PAYMENT

As per Scope of work.

8.0 INSURANCE

At Clause no. 101 of GCC, following is added.
Contractor at his own expense, shall arrange, secure and maintain insurances from reputable insurance companies to the satisfaction of the EMPLOYER, with in 15 days from the date of Letter of Award (LOA).

9.0 FIRM PRICE

Prices should be kept firm up to completion of all works in all respect till contractual completion period.

10.0 QUALITY ASSURANCE SYSTEM

10.1 Tenderer shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures which is required to be adhered to during the execution of contract. After the award of the contract, detailed quality assurance programme to be followed for the execution of contract under various divisions of works will be mutually discussed and agreed to.

10.2 Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedure to be followed for quality control in respect work. The quality assurance system should indicate organizational approach for quality control and quality assurance of activities related to work, at all stages of works at site as well as at manufacturer’s works.

10.3 The MNGL or their representative shall reserve the right to inspect/witness, review any or all stages or work at shop/site as deemed necessary for quality assurance.

10.4 In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.

11.0 WRONG INFORMATION

If the Bidder deliberately gives wrong information in his Bid to create circumstances for the acceptance of his Bid, MNGL reserves the right to reject his Bid without any reference to the Bidder.

12.0 ADDITIONAL WORKS/ EXTRA WORKS

MNGL reserves their right to execute any additional works/extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decision taken by MNGL Contractor is required to extend necessary cooperation and act as per the instructions of Engineer-in-charge.

13.0 REBATE IF ANY

If the Tenderer are desirous to offer any rebate, Tenderer are required to furnish the rebate if any, only in Schedule of Lump sum Price bid. Rebate if offered at any other place shall be considered invalid.

14.0 LABOUR LICENCE

If applicable, contractor shall obtain a license from concerned Authorities under the contract labour (Abolition and Regulation) Act 1970, before start of actual deployment of labour and will furnish a copy of the same to MNGL.

15.0 HEALTH, SAFETY AND ENVIRONMENT (HSE)

The Contractor, during the entire duration of the contract, shall adhere to requirement of Health, Safety and Environment (HSE).

16.0 STATUTORY APPROVALS

The approval from any statutory authority (if, required) shall be the contractor's responsibility unless otherwise specified in the tender document. The application on behalf of the MNGL for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor.

The inspection of the works by the authorities (if, required) shall be arranged by the Contractor and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the MNGL to the contractor on production of documentary evidence.

Any change/addition (if, required) to be made to meet the requirements of the statutory authorities shall be carried out by the contractor free of charge. The

inspection and acceptance of the work by statutory authorities shall however, not absolve the contractor from any of his responsibilities under this contract.

17.0 The personnel employed by the contractor shall be Qualified & interviewed by MNGL to determine suitability for deployment under the terms and conditions of the contract. Bio-data of the personnel alongwith residence proof shall be submitted to MNGL. Police Verification of all manpower will be submitted to MNGL within a month.

18.0 LAND FOR RESIDENTIAL ACCOMMODATION

Owner shall not provide any land for residential accommodation of contractor's staff and labour.

19.0 **TAXES, DUTIES, OCTROI / LBT, LEVIES ETC.**

The quoted prices shall be deemed to be inclusive of all taxes, duties, octroi / LBT, levies work contract tax if any etc. till the completion of the contract and contractor shall not be eligible for any compensation on this account. No statutory variation on this account will be payable by Owner.

19.1 Any Indian Income Tax / Sales Tax on Works Contract which Purchaser may be required to deduct by law or statute, shall be deducted at source and the same shall be paid to Income Tax / Sales Tax Authorities on account of Contractor.

Purchaser shall provide the Contractor a certificate for such deduction of tax. The Contractor shall indicate their Permanent Account no. with the relevant Income Tax Authority for this purpose to Purchaser.

19.2 In case of any dispute about labour content of the Contract Price by the Assessing Authority while computing Sales Tax on Works Contracts, OWNER/PURCHASER will bear no liability in this respect and the Contractor shall settle the same with Assessing Authority without any claim on OWNER / PURCHASER on this account.

19.3 The Contractor shall produce documentary evidence as may be called for Purchaser in respect of taxes, duties, etc., paid by the contractor, along with monthly RA Bill.

20.0 **DEDUCTION FROM CONTRACT PRICE**

All costs, damages or expenses which the OWNER may have paid, for which under the CONTRACT the CONTRACTOR is liable, shall be cleared by the CONTRACTOR. All such claims shall be billed by the OWNER to the CONTRACTOR, regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the CONTRACTOR to properly identify such claims. Such claims shall be paid by the CONTRACTOR within fifteen (15) days from receipt of corresponding bills failing which, the OWNER may recover the amount, from the running bill of the

CONTRACTOR under the Contract by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.

21.0 **MAKE OF VEHICLES**

The vehicles required to be supplied by the contractor under this contract shall be procured only from Owner approved manufacturers. Where the makes of vehicles are not indicated in the tender document contractor shall furnish the details of makes and shall obtain prior approval of owner before placing order.

22.0 **FITNESS CERTIFICATES OF VEHICLES**

Bidders shall be required to submit recent Fitness certificates of the vehicles being used in wet leasing from the recognized authorities. These certificates should indicate all data / results of the vehicles as required in relevant International Standards.

23.0 DOCUMENTS TO BE SUBMITTED/ PRODUCED ALONGWITH R.A. BILLS

i) Computerized R.A. Bill/ Manual Bill, with IT No./ ST No./ Labour Licence No. printed thereon.
ii) ESI/ EPF clearance certificates for the last month alongwith R.A. Bills.
iii) Insurance Policy as per relevant clauses of Contract Agreement.
iv) Attendance Register and Salary Records.
v) Photocopy of the measurement book to be attached with R.A. Bills.
vi) Any other document required for the purpose of processing the bills.

24.0 **Compensation for Delay in Supply**

If Contractor fails to supply the Mobile Training Van as per Contract, he will compensate MNGL @ 2 times of the daily pro-rata fixed hiring rate for no. of days Mobile Training Van not provided, as indicated under Schedule of Rate. This amount shall be deducted from any bill of the Contractor pending with MNGL.

25.0 Quoted Price shall be inclusive of all taxes and duties, Fuel and driver charges etc.

PART-F

SCHEDULE OF RATES (SOR)

1.0 Preamble To Schedule of Rates

1.1 The schedule of rate shall be read with all other sections with this bidding document.

1.2 The contractor is deemed to have studied in details of works to be done within the time schedule and should have acquainted himself of the condition prevailing at site.

1.3 The quantities given in the Schedule of Rates are indicative, tentative and approximate. Actual quantities may vary during execution of works against various items, as per final approval of the Engineer in-charge.

1.4 All costs and expenses for mobilization, equipment, transport and personnel to start the work within the stipulated time schedule shall be included in the item rate.

1.5 The quoted price to include all taxes excluding Goods service tax.

1.6 No claims whatsoever except other than quantities actually executed shall be admissible due to any changes in the extent/ Scope of work.

1.7 The payments of works shall be made against quantities actually executed. Contractor shall get all quantities executed duly certified by the Engineer-in-charge during the course of execution of works. Certified copies of measurements shall form the part of the invoice.

1.8 Bidders are required to quote for all items of Schedule of Rates (PART-F).

SECTION – II

SCHEDULE OF RATES (SOR)

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

Note:

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

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

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

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

e. **Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above. Bidder shall note that any error in estimating these taxes & Duties will be to Bidder's Account.**

a. **Goods & Service Tax @----------**

Please indicate the break up of above GST as under:

CGST @_____
SGST @_____
IGST @_____
UGST @_____

Seal & Signature of Bidder