MNGL (India) Limited

CNG & CITY GAS DISTRIBUTION PROJECT FOR PUNE GA

Bid document for
Rate contract for the period of one (01) year for appointment of agencies for Recovery, Disconnection & Reconnection of PNG Domestic customers under Defaulter in bill payment cases in Pune GA

UNDER OPEN DOMESTIC COMPETITIVE BIDDING

(THROUGH E-TENDERING MODE)

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

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PART - A

1.0 INVITATION FOR BIDS (IFB)

MNGL (India) Limited	**Tender for Rate contract for the period of one (01) year for appointment of agencies for Recovery, Disconnection & Reconnection of PNG Domestic customers under Defaulter in bill payment cases in Pune GA** **Bid No.: MNGL/CP/2026-27/156**

SECTION-I
INVITATION FOR BIDS (IFB)

BID DOCUMENT NO.: MNGL/CP/2026-27/156 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/2026-27/156 dated 20.11.2026
ITEM(S)	Tender for **Rate contract for the period of one (01) year for appointment of agencies for Recovery, Disconnection & Reconnection of PNG Domestic customers under Defaulter in bill payment cases in Pune GA.**
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Scope of Work
EARNEST MONEY/ BID SECURITY	Rs. 85,000/- in the form of Demand Draft / BG /eBG Online through e-portal to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune.
BID SECURITY VALIDITY	6(SIX) months from bid due date
TENDER FEE ((Non-refundable)	Not applicable
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, **MNGL (India) Limited** Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000/1156 Email: kavita.sadaphule@mngl.in
BID EVALUATION CRITERIA	As per Annexure – I to IFB

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

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

2.0 BIDDING PROCEDURE

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

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

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

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

3.0 DOWNLOADING OF TENDER DOCUMENT

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

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

4.0 PRE-BID MEETING:

The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and intend to bid are invited to attend the pre-bid meeting. Bidder(s) queries if any, must reach Purchaser office at least one day prior to pre-bid meeting date. The pre bid meeting can be organized through

video conferencing or physically. In case of physical meeting, the venue of pre bid meeting is MNGL office at Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045.

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

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

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

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

Advisories for the bidders attending the pre-bid meeting:

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

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

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

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

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

5.0 OTHERS:

5.1 Bid Document is non-transferable.

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

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

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

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

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

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

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

5.8 ZERO DEVIATION TENDER

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

i) Do not meet BEC Criteria
ii) Bid Security
iii) Performance Security (Contract Performance Bank Guarantee), 10% of Contract/Order value
iv) Delivery Period
v) Terms of Payment
vi) Force Majeure
vii) Resolution of Dispute/Arbitration
viii) Termination of Contract,
ix) Warranty and Guarantee
x) Offer not submitted for complete scope of work
xi) Firm prices
xii) Prices not quoted as per Schedule of Rates formats.
xiii) 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 **MNGL (India) Limited**

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 7 (Seven) 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:

MNGL (India) Limited 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 one (01) year for appointment of agencies for Recovery, Disconnection & Reconnection of PNG Domestic customers under Defaulter in bill payment cases in Pune GA.**

2.0 BIDDER'S ELIGIBILITY CRITERIA :

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

2.1 TECHNICAL (EXPERIENCE CRITERIA):

A.1 The bidder should have executed a single order / contract of minimum Rs. 8.75 Lakhs for Laying of MDPE / GI, D-PNG Conversion / LMC work in Projects activities OR Rerouting of GI-Cu, D-PNG After sale work like Temporary / permanent Disconnection etc in O&M Activities of any City Gas Distribution company in India in preceding 5 (Five) years reckoned from the final bid due date.

In support of this bidder must submit a copy of Work Order / Letter of Award / Letter of acceptance and its completion certificate issued by Client.

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

2.3 EVALUATION AND AWARD OF WORK:

Evaluation shall be done on overall least cost basis to the Purchaser.

Note: In case of tie in more than one bidder, the inter-se ranking shall be done on the basis of highest turnover in any one of the preceding 03 financial years i.e. 2023-24, 2024-25 & 2025-26 amongst the bidders.

Further, it is intended to award this job to 04 parties at L-1 rate. In order to do so, the L-2, L-3 & L-4 bidders shall be asked to match the item wise rates of L-1 bidder. In case L-2, L-3 & L-4 bidders fail to match the item-wise rates of L-1 bidder, opportunity shall be given to L-5, L-6 bidders and so on to match the item wise rates of L-1 bidder and order shall be placed accordingly.

In case of 4 parties, award shall be made in the ratio of approx. 40%:20%:20% :20% (i.e. 40% to L-1 bidder & 20% each to L-2, L-3 and L-4 bidder).

In case of 3 parties, award shall be made in the ratio of approx. 50%:25%:25% (i.e. 50% to L-1 bidder & 25% each to L-2 and L-3 bidder).

In case of 2 parties, award shall be made in the ratio of approx. 60%:40% (i.e. 60% to L-1 bidder & 40% to L-2).

In case none of the bidder agrees to match L-1 rate, entire quantity shall be awarded to L-1 bidder.

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.

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**

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			

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

Signature of Bidder

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

2.0 ACKNOWLEDGEMENT CUM CONSENT LETTER

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

Kind Attn: Kavita Sadaphule, Manager (C&P)

Sub:

Dear Sir,

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

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

I) POSTAL ADDRESS : _____
_____
_____

II) TELEPHONE NO. : _____

III) TELEFAX NO. : _____

IV) E-MAIL : _____

V) CONTACT PERSON : _____

b) Contact Person at Pune, if any:-

I) POSTAL ADDRESS : _____
_____
_____

II) TELEPHONE NO. : _____

III) TELEFAX NO. : _____

IV) E-MAIL : _____
V) CONTACT PERSON : _____

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

Reasons for non-submission of Bid:

_____

_____

_____

COMPANY'S NAME : _____

SIGNATURE : _____

NAME : _____

DESIGNATION : _____

DATE : _____

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

_____

(SIGNATURE OF BIDDER)

3.0 SUBMISSION OF BID

MNGL (India) Limited	**Tender for Rate contract for the period of one (01) year for appointment of agencies for Recovery, Disconnection & Reconnection of PNG Domestic customers under Defaulter in bill payment cases in Pune GA** **Bid No.: MNGL/CP/2026-27/156**

SUBMISSION OF BID

From:

M/s,

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

1. I/We hereby tender for execution of the WORKS of **Rate contract for the period of one (01) year for appointment of agencies for Recovery, Disconnection & Reconnection of PNG Domestic customers under Defaulter in bill payment cases in Pune GA** as per TENDER DOCUMENT within the Time Schedule of completion of work for jobs, as separately signed and accepted by me/us, at the Schedule of Rates quoted by me/us for the whole work in accordance with Notice / Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates of Completion of Job, and other documents and papers, all as detailed in the Tender documents.

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

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

MEMORANDUM

(a) General Description of Work _____
_____
_____

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

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

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

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

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

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

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

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

Dated the _____day of _____2026

Witness:

Name in Block Letters:

Address:

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

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

PART – B

1.0 INSTRUCTION TO BIDDERS (ITB)

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INSTRUCTIONS TO BIDDERS

INSTRUCTION FOR ONLINE BID SUBMISSION

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

REGISTRATION

(viii) 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.**

(ix) 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.

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

(xi) 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.

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

(xiii) 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.

(xiv) 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

4) 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.

5) 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.

6) 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:

(vi) 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.

(vii) 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.

(viii) 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.

(ix) 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.**

(x) 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:

(xiii) 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.

(xiv) 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.

(xv) 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.

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

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

(xviii) 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.

(xix) 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.

(xx) **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.

(xxi) 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**.

(xxii) 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.

(xxiii) 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.

(xxiv) 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:

(iii) 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.

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

A: GENERAL

1. Scope of Bid :

1.1 The Purchaser as defined in the General Conditions of Contract, hereinafter "the Purchaser" wishes to receive bids through e-tendering mode for the supply of goods as described in Section-IV, Special 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 15 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 and are in order.

2.0 **EARNEST MONEY DEPOSIT**

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

Note :

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

3.0 **DEVIATION TO STIPULATIONS**

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

4.0 **CONFORMANCE TO SCOPE OF WORK**

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

5.0 **EVALUATION OF PRICE BIDS**

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

ii) Quoted price for the complete scope of work and supply as per SOR shall be 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)	F-10	:	Proforma of Bank Guarantee for Contract Performance Security

F-1
BIDDER'S GENERAL INFORMATION

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

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

_____
(SIGNATURE OF BIDDER WITH SEAL)

F-2
BID FORM

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

Dear Sir,

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

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

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

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

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

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

SEAL AND SIGNATURE
DATE: _____

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)
WITNESS NAME:
ADDRESS:

F-3
LIST OF ENCLOSURES

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

Dear Sir,

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

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

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

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

4. Methodology of execution of work.

5. Execution schedule with interlinking of various activities.

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

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

F-3A
FINANCIAL DETAIL

EACH BIDDER MUST FILL IN THIS FORM

a) Annual Turnover data for the last 3 years.

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

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

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

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

1. Net Worth = Reserves + Capitals – Accumulated Loss

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

(*) To be filled by Employer

F-4

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be stamped in accordance with the Stamp Act)

Bank Guarantee No. ……

Ref: …… Date ……

To

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

Dear Sir(s),

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

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

We, the _____ Bank at _____ having our Head Office _____(Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by 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,
MNGL (India) Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Dear Sir,

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

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

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

F-6
NO DEVIATION CONFIRMATION

(Tender/ Bid Document No. _____)

EXCEPTION AND DEVIATION STATEMENT

NAME OF WORK:

BID DOCUMENT NO. :

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

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

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____
& SEAL

F-7
CERTIFICATE

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

Dear Sir,

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

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

_____

(**SEAL AND SIGNATURE OF BIDDER**)

F-8
DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS

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

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

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

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

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

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

_____

(**SEAL AND SIGNATURE OF BIDDER**)

F-9
PRESENT COMMITMENTS OF THE BIDDER

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

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

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

_____

(**SEAL AND SIGNATURE OF BIDDER**)

F-10

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

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

Dear Sir,

M/s_____ have been awarded the work of _____ for 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.

Sheet 2 of 2

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 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 one (01) year for appointment of agencies for Recovery, Disconnection & Reconnection of PNG Domestic customers under Defaulter in bill payment cases in Pune GA** **Bid No.: MNGL/CP/2026-27/156**

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 **MNGL (India) Limited** and Service provider for Services as per this Bid document.

MNGL (India) Limited/OWNER shall mean MNGL.

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

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

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

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

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

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

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

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

ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTNT

3.2.1 Service provider shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work. Service provider shall in all professional matters act as a faithful advisor to MNGL, and will provide all the expert

commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

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

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

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

ARTICLE 3.3: MNGL REPRESENTATIVE

3.3.1 MNGL shall nominate its Representative(s) who shall be entitled to act on behalf of **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:

Payment within 30 days after submission of invoice & necessary supporting documents for activities executed during preceding month, certified by EIC on pro rata basis.

ARTICLE 3.6: PERFORMANCE GUARANTEE

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

The value of Contract Performance Guarantee shall be 10% of the annualized contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid for a period of three months beyond the guarantee/warranty period of the contract. The format of performance guarantee is annexed hereto (**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 **MNGL (India) Limited** any type of tender nor their offer will be considered by MNGL against any ongoing tender (s) where contract between MNGL and that particular Service provider (as a bidder) has not been finalized] for three years from the date of termination by **MNGL (India) Limited** to such Service provider.

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.

ARTICLE – 3.23: 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 OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER
(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS **MNGL (India) Limited** (hereinafter referred to as MNGL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at Pune has entered into a CONTRACT with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

i) MNGL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw)for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by MNGL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.

ii) As a pre-condition to the supply of the said materials by MNGL to the CONTRACTOR, MNGL has required the CONTRACTOR to furnish to MNGL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.
NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified MNGL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR up to and until the date of return to MNGL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to MNGL forthwith on demand in writing without protest or demur the value as specified by MNGL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with MNGL 'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses up to) and aggregate limit of Rs._____(Rupees _____).

AND THE CONTRACTOR hereby agrees with MNGL that:

i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of MNGL arising hereunder up to and until the midnight of _____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.

ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to MNGL in terms of hereof.

iii) The mere statement of allegation made by or on behalf of MNGL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of MNGL to produce any documentary proof or other evidence whatsoever in support of this.

iv) The amount stated in any notice of demand addressed by MNGL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by MNGL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to MNGL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated_____.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR

Annexure-II to GCC

Contract Agreement Form

AGREEMENT for "_____" (hereinafter called the "Job") made on _____ day of _____, 2026 between M/s _____, hereinafter called the "Service Provider" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the **MNGL (India) Limited** hereinafter called "MNGL" (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

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

A. The Service Provider has examined the Job specified in Bid Document 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 Service Order including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

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

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

1. In consideration of the payment to be made to the Service Provider for the Job to be executed by him the Service Provider hereby covenants with MNGL that the Service Provider shall and will duly provide, execute and complete the said Job

and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.

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

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

Signed and Delivered for
and on behalf of MNGL
M/s. **MNGL (India) Limited**

_____

Date :_____

Place:_____

Signed and Delivered for
and on behalf of
M/s _____

_____

Date :_____

Place:_____

IN PRESENCE OF TWO WITNESSES

1._____

2._____

1. _____

2. _____

PART - D

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2. ANNEXURE TO SCC (Technical)
3. PARTICULAR JOB SPECIFICATION

SPECIAL CONDITIONS OF CONTRACT
(TECHNICAL)
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1.0 GENERAL

1.1 Special conditions of contract (SCC-Technical) shall be read in conjunction with the General Conditions of Contract (GCC). Schedule of rates, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.

1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each with and into the contract so far as it may be practicable to do so.

1.3 Where any portion of the GCC is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision(s) of the special conditions of contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancies of variations in the special conditions of contract are not possible of being reconciled with the provisions of GCC.

1.4 Wherever it is stated in this Bidding Document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract value (also referred to as Contract price) shall be deemed to have included such cost.

1.5 The materials, design and workmanship shall satisfy the applicable relevant Indian Standards, the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/codes of practice for detailed specifications cove1ring any part of the work covered in this Bidding on the contractor.

1.6 In partial modification to Clause No.21.0 of GCC the following shall apply:

In case of contradiction between Indian or other applicable Standards, General Conditions of Contract, Special Conditions of Contract, Specifications, drawings, Schedule of Rates, the following shall prevail in order of precedence:

i) Letter of acceptance along with statement of Agreed variations.
ii) Service Order / Fax of Intent
iii) Schedule of Rates as enclosures to letter of acceptance
iv) Job / Particular Specifications

v) Drawings
vi) Technical / Material Specifications
vii) Special Conditions of Contract
viii) General Conditions of Contract
ix) Indian Standards
x) Other Applicable Standards

1.7 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) of making the supply with reference which the conflict exists.

In the absence of any specifications covering any material, design of work(s) in the same shall be performed / supplies / executed in accordance with Standards Engineering Practice as per the instructions / directions of the Engineer-in-charge, which will be binding on the Contractor.

1.8 The requirements of any statutory body and authority like Indian boiler regulation, Tariff Advisory Committee, Chief controller of Explosives, etc, shall govern where these are more stringent than the requirements specified above.

1.9 Owner's representative means authorized representative of Owner (i.e. M/s MNGL).

2.0 THE WORK

2.1 Scope of work

The scope of work covered in this Contract will be as described in **Annexure-1** to SCC-Technical at Particular job specifications, Standard Specifications, Schedule of Rates etc.

2.2 Scope of Supply

The scope of supply covered in this Contract will be as described in **Annexure-2** to SCC-Technical Particular Job Specifications, Standard Specifications, Schedule of Rates etc.

2.3 Time schedule

2.3.1 The work shall be executed strictly as per time schedule given in **Annexure-3** to SCC-Technical. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, retesting, demobilization and completion in all respects to the satisfaction of the Engineer-in-Charge.

2.3.2 A joint programme of execution of work will be prepared by the Engineer-in-Charge and Contractor. This programme will take into account the time of completion mentioned in 2.3.1 above.

2.3.3 Monthly/Weekly execution programme will be drawn up by the Engineer-in-Charge jointly with the Contractor based on availability of materials, work fronts and the joint programme of execution as referred to above. The contractor shall scrupulously adhere to the Targets/Programmes by deploying adequate personnel, Construction Equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per Contract. In all matters concerning the extent of target set out in the weekly/monthly programme and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the Contractor.

2.3.4 Contractor shall give everyday category-wise labour and equipment deployment report alongwith the progress of work done on previous day in the proforma prescribed by the Engineer-in-Charge.

2.4 **Measurement of Works**

In addition to the provisions of Clause 88.1 of the General Conditions of Contract and associated provisions thereof, the provisions of **Annexure – 4** to SCC-Technical shall apply.

2.5 **Terms of Payment**

Terms of Payment will be as specified in **Annexure – 5** to SCC-Technical.

2.6 **Temporary Works**

All temporary works, ancillary works, enabling works, including dewatering of surface and subsoil water, temporary drains at the work site, preparing approaches to working areas, wherever required, for execution of the work, shall be the responsibility of Contractor.

2.7 **Temporary Fencing**

The Contractor shall, at his own costs and expenses, erect and maintain in good condition temporary fences and gates along the boundaries of the site assigned to him wherever required as per instruction of Engineer-in-charge. Wherever trenching is being done specially at crossing site near habitation and public movement. The contractor shall fence with bamboo or other materials of sufficient strength for all excavations and shall light the same at night. The Contractor shall, except when authorized by the Engineer-in-Charge, confine his men, materials and plant etc. within the site of which he is given possession. The Contractor shall not use any part of the site for purpose not connected with the works unless prior written permission or consent of the Owner/Engineer-in-Charge has been obtained. Access to site shall be made only through the approved gateways. The Contractor shall maintain sufficient watchmen at site to the satisfaction of the Owner/Engineer-in-Charge.

2.8 **Contractor's Temporary Structure**

The Contractor may, at his own costs and expenses and subject to the approval of the Engineer-in-Charge and statutory authorities, construct offices, stores, workshop and remove the same as per the orders of the Engineer-in-Charge on completion of the contract. Whenever required the Contractor shall furnish such details of his temporary works as may be called for by the Owner/Engineer-in-Charge as to their safety and efficiency. The Owner/Engineer-in-Charge may direct those temporary works which he considers unsafe or, inefficient be removed and replaced in a satisfactory manner. The Contractor shall immediately follow Owner/Engineer-in-Charge's direction/instruction, on maintenance of all the equipments and he shall ensure that they are suitable for the work and is maintained in such a manner as to ensure their efficient working. The Owner/Engineer-in-Charge, may if they deem fit, direct the Contractor to remove from site any equipment which are not efficient and/or prejudicial to the quality of work to be replaced by equipment to their satisfaction. The Contractor shall immediately follow Owner/Engineer-in-Charge's direction/instruction.

2.9 **Statutory Approvals**

2.9.1 All associated activities required for obtaining necessary clearances, permissions, approvals, all licenses from all concerned authorities in respect of pipeline crossing & all related works shall be the responsibility of the Contractor and the cost of the same shall be deemed to have been included in the quoted prices.

The approval from any authority required as per statutory rules and regulations of Central/State Government shall be the Contractor's responsibility unless otherwise specified in the Bidding Document. The application on behalf of the Owner for submission to relevant authorities alongwith copies of required certificate complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction of the work is not delayed for want of the approval/inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the Contractor and necessary coordination and liason 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 Owner to the Contractor on production of documentary evidence.

Any change/addition 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 Contract from any of his responsibilities under this Contract.

2.10 **Quality Assurance**

2.10.1 Detailed quality assurance programme to be followed for the execution of Contract under various divisions of works will be mutually discussed and agreed to in line with **Annexure-6** of SCC-Technical.

2.10.2 The Contractor shall establish document and maintain an effective quality assurance system as outlined in recognised codes.

2.10.3 Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organisational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacturer's works and despatch of materials.

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

2.10.4 The Contractor has to ensure the deployment of quality Assurance and Quality Control Engineer(s) depending upon the quantum of work.

2.11 **Notice and Licences**

The Contractor shall at his costs and expenses give to the Municipal or Panchayat, Police and other authoriities all notices etc., that may be required in law to be given and obtain all necessary permissions and licences etc., for temporary obstructions, enclosures and pay all fees, taxes charges etc. which may be leviable by such authorities for that purpose. The Contractor shall make good any damage to the adjoining property whether public or private.

2.12 **Working Hours**

Depending upon the requirements, time schedule/ drawn up programmes and the target set to complete the job in time the works may have to continue beyond normal working hours to the extent of round the clock and on holidays also for which no extra claim shall be entertained.

2.13 **Responsibility of Contractor**

Preparing approaches and working area for the movement and operation or the cranes, leveling the area for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc.

The procurement and supply in sequence and at the appropriate time of all materials and consumables covered under Contractor's scope of supply, shall be entirely the Contractor's responsibility. Contractor shall not use any of the equipment or materials issued to him by Owner for temporary works, manufacturing erection aids etc. Misuse of materials will be seriously viewed and deduction at penal rates will be made from the Contractors bill for such quantities that are misused.

Contract Price is deemed to be inclusive of all expenses towards above responsibilities.

2.14 **Additional Works/Extra Works**

Owners reserve 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 decisions taken by Owner, Contractor is required to extend necessary cooperation and act as per the instructions of Engineer-in-Charge

3.0 **CONSTRUCTION**

OWNER reserves the right to inspect all phases of Contractor's operations to ensure conformity to the SPECIFICATIONS. Owner will have Engineers, Inspectors or other duly authorised representatives, made known to the Contractor present during progress of the WORK and such representatives shall have free access to the WORK at all times. The presence or absence of a OWNER's representative does not relieve the Contractor of the
responsibility for quality control in all phases of the WORK. In the event that any of the WORK being done by the Contractor or any Sub-Contractor is found by OWNER's representatives to be unsatisfactory or not in accordance with the DRAWINGS, procedures and SPECIFICATIONS, the Contractor shall, upon verbal notice of such, revise the work in a manner to conform to the relevant DRAWINGS, procedures and SPECIFICATIONS.

3.1 **Rules and Regulations**

Contractor shall observe in addition to Codes specified in respective specification, all national and local laws, ordinances, rules and regulations and requirements pertaining to the work and shall be responsible for extra costs arising from violations of the same.

3.2 **Procedures**

Various procedures and method statements to be adopted by Contractor during the construction as required in the respective specifications shall be submitted to Engineer-in-Charge in due time for approval. No construction activity shall commence unless approved by Engineer-in-Charge in writing.

3.3 **Security**

The work being in protected area, entry into the work area shall be restricted and governed by issue of photo gate passes by the Security/CISF. The Contractor shall arrange to obtain through the Engineer-in-Charge, well in advance, all necessary entry permits/gate pass for his staff and labour and entry and exit of his men and materials shall be subject to vigorous check by the security staff. The Contractor shall not be eligible for any claim or extension of time whatsoever on this account.

3.4 **Drawings and Documents**

Refer Particular Job specifications/Technical specifications.

3.5 Excavation by blasting is not permitted wherever required in hard strata other mechanical tools shall be used.

3.6 **Construction Equipment & Mechanization of Construction Activities**

Contractor shall, without prejudice to his overall responsibility to execute and complete the Work as per specifications and time schedule, adopt as far as practicable, mechanized construction techniques for major site activities. However, Contractor agrees that he will deploy the required numbers and types of the part & machinery applicable for different activities in consultation with the Engineer-In-Charge during execution of works.

The Contractor shall mechanize the construction activities to the maximum extent by deploying all necessary construction equipment/machinery in adequate numbers and capacities.

Wherever Structural/Piping works are included in the scope, the Contractor's responsibilities shall include establishing and maintaining of a proper fabrication workshop with transportation facilities to site to carryout fabrication of steel structures, piping specials etc., preparing approaches working areas for the movement/operation of cranes and levelling the areas for assembly/erection to ensure effective mechanization on the works. The Contractor shall acquaint himself with availability of access, facilities such as railway siding, local labor etc. and the Contractor may have to build temporary access roads to aid his work and the quoted and agreed rates shall be deemed to include the same. It may be noted that all fabrication work shall be carried out in fully mechanized workshops to reduce site fabrication to minimum.

For speedy execution of work, Contractor shall also ensure use of computer software for at least the following:

(i) Billing
(ii) Planning & Scheduling
(iii) Progress Reporting
(iv) Material Control & Warehousing

(v) Safety Records
(vi) Resource Deployment
(vii) Communication

Contractor further agrees that Contract price is inclusive of all the associated costs) which he may incur for actual mobilization, required in respect of use of mechanized construction techniques and that the Owner/Consultant in this regard shall entertain no claim whatsoever.

3.7 **Site Organization**

The Contractor shall provide all necessary superintendence during the design and execution of the Works and as long thereafter as the Engineer-in-Charge may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be given by sufficient persons having adequate knowledge of the operations to be carried out including the methods and techniques required, the hazards likely to be encountered and methods of preventing accident(s) for the satisfactory and safe execution of the Work. The workmen deployed, by the Contractor should also possess the necessary license etc., if required under any law, rules and regulations.

Subject to the provisions in the Contract Document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the Work, Contractor shall augment the same as decided by the Engineer-in-Charge depending on the exigencies of Work.

3.7.1 **SUPERVISION**

All construction work will be carried out as per direction of EIC, and this will be the primary point of contact between the Contractor and MNGL on site. All work will be issued and sanctioned through the EIC and site control exercised by site engineers. The Contractor shall ensure that technical quality standards are maintained that construction is carried out cost effectively and that a good customer and public image is maintained for MNGL.

The Contractor will appoint his own supervisors of minimum number instructed by EIC. These personnel will be responsible to the SE for monitoring construction standards and for ensuring that all detailed technical requirements are met on each and every job which is undertaken. The Contractor's supervisor(s) will have day to day liaison with the SE and will provide the SE with technical reports and audits, and other management information as is required on work progress and construction quality standards.

The Contractor's supervisor shall have mobile telephones or pagers to ensure that they can be contacted at all times. The Contractor will also nominate one person who can be contacted, if necessary, out of hours, for the duration of the works. The Contractor's supervisor will have access to transport at all times to allow them

to visit sites and attend meetings with MNGL as is required. The normal day to day issue of work instructions, communication between MNGL and the Contractor's supervisor and the SE. No deviation from the approved technical specification / issued construction drawings shall be undertaken without written approval of EIC.

3.8 **Health Safety and Environment (HSE) Management**

After the award of the contract, detailed Health, Safety and Environment (HSE) programmed to be followed for execution of contract under various divisions of works will be mutually discussed and agreed between Contractor, Client & PMC.

The Contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.

The Contractor shall adhere to the Health, Safety and Environment (HSE) management system as per MNGL Specification and General Conditions of Contract.

It will be the Contractor's responsibility to acquaint his site staff and operatives of all current safety legislation, statutory requirements and MNGL’s safety standards. In addition, and before any work takes place all the Contractor's operatives shall be given training in site safety by the trained person under supervision of MNGL. If the Contractor wishes to start any new operatives on site, he must first inform the SE, who will arrange for such training to be arranged.

3.9 **General Guidelines During and Before Erection**

3.9.1 The Contractor shall be responsible for organizing the lifting of the structural element, equipment in the proper sequence, that orderly progress of the work is ensured and access routes for erecting the other structures/ equipments are kept open.

3.9.2 During the performance of the work the Contractor at his own cost, shall keep structures, materials and equipment adequately braced by guys, struts or otherwise approved means which shall be Supplied and installed by the Contractor as required till the installation work is satisfactorily completed.

Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by him or other agencies.

3.9.3 Manufacturer’s recommendations and detailed specifications for the installation of the various equipment and machines shall be fulfilled by the Contractor.

3.9.4 Various tolerances required as marked on the drawings and as per specifications and instructions of the Engineer-in-Charge, shall be maintained.

Verticality shall be maintained. Verticality shall be verified with the Theodolite/advanced instruments.

3.10 **Construction Photographs**

The Owner desires to have two sets of monthly progress reports with photographs showing the progress of construction. Before utilizing any photograph for publicity, the Contractor shall obtain prior approval of the Owner.

3.11 **Schedule of Labor**

Schedule of Labor Rates attached as **Annexure-11** to SCC-Technical shall be used for analyzing rates for extra items.

Schedule of equipment rates attached as **Annexure-12** to SCC-Technical shall be used for analyzing rates for extra items.

3.11A **Construction Equipment**

Minimum construction equipment to be deployed is enclosed as **Annexure-9** to SCC-Technical. However, any other equipment required for completion of pipeline laying work but not specifically mentioned here, shall be deployed by contractor without any additional cost. The list of equipments mentioned in **Annexure-9** are the minimum to be deployed by contractor and contractor shall ensure the availability at site of listed equipments in good working condition.

3.11B **Minimum Requirement of Skilled Manpower**

Minimum No. of Skilled Manpower to be deployed is enclosed as **Annexure-10** to SCC-TECHNICAL. The above proposed list of skilled manpower is the minimum to be deployed by Contractor and Contractor shall ensure the availability of these at site.

3.12 **Specific Requirements**

Specific requirements spelt out in various technical parts of the Bidding Document shall be followed by Contractor.

3.13 **SITE CLEANING**

3.13.1 The BIDDER shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.

3.13.2 Working site should be always kept cleaned up to the entire satisfactions of the Engineer-in-charge.

Before handing over and work to owner, the BIDDER in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of Engineer-in-charge.

3.14 **SURVEY OF WORK**

Before the WORK or any part thereof are begun, the Contractor's agent and the Engineer-in-Charge's representative shall together survey the SITE and decide the tentative route considering all obstructions on which the pipeline is to be laid and on which measurements of the WORK are to be based. Such particulars shall be plotted by the BIDDER and trial pits started thereon.

The Contractor shall be entirely responsible for the correctness of every part of the WORK and shall rectify any errors or imperfections therein. Such rectifications shall be carried out by the Contractor at his own cost, when instructions are issued to this effect by the Engineer-in-Charge or his representative.

WORK shall be suspended for such times as necessary for checking lines and levels on any part of the WORK.

The Contractor shall at his own expense provide all assistance, which the Engineer-in-Charge may require for checking the setting out to WORKS.

Before commencement of any activity, Contractor's quality control set up duly approved by company must be available at site.

4.0 **TESTS, INSPECTION AND COMPLETION**

4.1 **Tests and Inspection**

The Contractor shall carry out the various tests as enumerated in the technical specifications of this Bidding Document and technical documents that will be furnished to him during the performance of the work at no extra cost to the Owner.

All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.

The work is subject to inspection at all times by the Engineer-in-Charge. The Contractor shall follow all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this Bidding Document, the technical documents that will be furnished to him during performance of work and the relevant codes of practice.

The Contractor shall provide for purposes of inspection access ladders, lighting equipment for testing, necessary instruments etc. at his own cost, low voltage lighting equipment for tray fixing and inspection work.

Compressed air for carrying out works shall be arranged by the Contractor at his own cost.

For material supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the Owner at actuals to the Contractor on production of documentary evidence.

Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in-Charge immediately.

All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents. Any work not conforming to execution drawings, specifications or codes shall be rejected and the Contractor shall carryout the rectifications at his own cost.

Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this Contract.

4.2 **Final Inspection**

After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defect is noticed, the Contractor will be notified by the Engineer-in-Charge, and he shall make good the defects at his own cost and risk with utmost speed. If, however, the Contractor fails to attend to these defects within a reasonable time (time period shall be fixed by the Engineer-in-Charge) then Engineer-in-Charge may have defects rectified at Contractor's cost.

When these works are carried out at the risk and cost of the Contractor, the Engineer-in-charge would recover the actual cost incurred towards labour, supervisions and material, consumables or otherwise, plus 100% towards overheads from any pending bill of the Contractor or the security deposit.

4.3 **Documentation**

4.3.1 Deleted

4.3.2 **Completion Document**

The following documents shall be submitted in hard binder by the BIDDER in THREE sets, as a part of completion documents:

a) Copies of the Inspection reports, Laying Graphs, HDD Profiles and valve pit drawings.

b) Pretesting, final Hydrostatic / pneumatic and other Test results and reports.

c) Consumption statements of PE / GI certified by Owner's Site Engineer.

d) Material Reconciliation, stores issue & return statements

e) All other requirements as specified in the respective specifications.

f) Completion Certificate issued by Owner's Site Engineer.
g) No claim certificate by the BIDDER.
h) Completion certificate for embedded and covered up works wherever applicable.
i) Recovery statement, if any.
j) Deviation statement.
k) Statement for reconciliation of all the payments and recoveries made in the progress bills.
l) Copies of deviation statement and order of extension of time, if granted.
m) Any other contractual documents required on completion.

4.4 **Statement of Final Bills-Issue of No Demand Certificate**

The final bill of Contractor shall be accompanied by no-demand certificate from the following departments of the Owner:

i) Administration & Personnel Department regarding vacation of land, housing accommodation, recovery of tents etc.
ii) Fire and Safety Officer and CISF.

The Contractor shall obtain such no-demand certificates from the concerned authorities and furnish the same to the Engineer-in-Charge.

4.5 **Issue and Reconciliation of Material**

Refer **Annexure-8** to SCC-Technical for details.

5.0 **ORDER PLACEMENT OF BOUGHT OUT ITEMS**

The contractor is required to place firm order for all bought out items within 15 days from the date of placement of order, failing which owner reserves the right to procure the same at the risk & cost of the contractor.

ANNEXURES TO SCC
(TECHNICAL)

C O N T E N T S

Annexure-1 : Scope of Work

Annexure-2 : Scope of Supply

Annexure-3 : Time Schedule

Annexure-4 : Measurement of Work

Annexure-5 : Terms of Payment

Annexure-6 : VOID

Annexure-7 : VOID

Annexure-8 : Conditions for issue & reconciliation of material

Annexure-9 : Construction equipment to be deployed

Annexure-10 : Minimum No. of skilled manpower to be deployed

Annexure-11 : Schedule of Labor Rate

Annexure-12 : Schedule of Equipment Hourly Rental Rate

SCOPE OF WORK
(ANNEXURE-1 TO SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

1.0 **SCOPE OF WORK**

Scope of work shall be as detailed in Particular Job Specification, Technical Specifications, Schedule of Rates & various other parts of this Bidding Document.

SCOPE OF SUPPLY

(ANNEXURE-2 TO SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

1.0 SCOPE OF SUPPLY

1.1 Owner's Scope of Supply (Free Issue Item)

Owner's scope of supply shall be as specified in Particular Job Specification, Technical Specifications, Schedule of Rates & various other parts of the Bidding Document.

Free Issue Materials shall be issued to the Contractor from the designated store(s) of Owner. Contractor shall be responsible for lifting the free issue materials from Owner's storage point(s) and transporting the same to work site(s) at his own cost.

MNGL's designated store for this project shall be as per Particular Job Specification.

Conditions for Issue and Reconciliation of Materials shall be as per Document enclosed as **Annexure-8** to Special Conditions of Contract – Technical.

1.2 Contractor's Scope of Supply

All materials except what is under Owner's scope of supply as mentioned in Clause No. 1.1 above and required for successful completion of works in all respects shall be supplied by the Contractor with the submission of all TC and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.

TIME SCHEDULE
(ANNEXURE-3 TO SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

Name of Work	Time of Completion
Rate Contract to appoint an agencies for Disconnection OR recovery & Reconnection of PNG Domestic Customers under bill payment defaulter cases in Pune GA.	**i) Contract Period: Contract period shall be One (01) year from the date of Notification of Award / Service Order and extended for another 3 Months on same T&C.** PO/SO will be issued against the contract. Work front will be provided to the contractor through written communication. The initial mobilization time shall be 15 days as per the Annexure-9 of SCC (Technical).

Note:
1) The time of completion shall be reckoned from the date of award of SO.
2) The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-charge.
3) It should be noted that the period of construction given above includes permission preconstruction survey, preparation of design, other execution document / drawings, procurement and supply of materials including their inspection & testing, mobilization at site, installation, construction, laying, fabrication, erection inspection, testing, rectification (if any), pre-commissioning, commissioning and demobilization works etc. complete in all respects to the entire satisfaction of Owner/ Engineer-in-charge.

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(**STAMP & SIGNATURE OF BIDDER**)

MEASUREMENT OF WORK
(ANNEXURE-4 TO SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

1.0 **GENERAL:**

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

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

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

1.4 Measurements of weights shall be in metric tonnes corrected to the nearest Kilogram. Linear measurements shall be in meters corrected to the nearest centimeters.

1.5 The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings for panels etc. are packed separately, their erection weights shall include all mountings.

1.6 Welds, bolts, nuts, washers etc. shall not be measured. Rates for structural steel work shall be deemed to include the same.

1.7 No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.

1.8 Measurement will be made for various items under schedule of rates on the following basis as indicated in the unit column.

i)	Weight	: MT or Kg
ii)	Length	: M (Metre)
iii)	Number	: No.
iv)	Volume	: Cu.M
v)	Area	: Sq.M

2.0 **PIPING**

2.1 Length of pipes shall be measured along the curvilinear centre of the pipelines laid/ installed and shall include all types of specials, fittings, bends etc. but excluding all types of valves. Length of valves shall be excluded from piping measurement and shall be considered on number basis.

TERMS OF PAYMENT
(ANNEXURE-5 TO SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

1.0 **TERMS OF PAYMENT**

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

Contractor shall submit his invoices to the Owner's representative monthly with in the given time in the manner as instructed by Owner. Each invoice will be supported by documentation acceptable to Owner and certified by the Owner's representative. Payments made by owner to the contractor for any part of the work shall not deem that the Owner has accepted the work.

The Contractor has to raise the RA bill on monthly basis and payment shall be made as per the following terms:

i) 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 invoice.

ii) The Contractor has to raise the RA bill on monthly basis and 95% payment shall be made after 100% completion of work and accepted by Engineer-in-charge. Balanced 5% payment shall be released after submission of documents, final material reconciliation & closure of contract.

(ANNEXURE-6 TO SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

VOID

(ANNEXURE-7 TO SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

VOID

CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIAL (ANNEXURE-8 TO SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

1.0 **CONDITIONS FOR ISSUE OF MATERIALS**

Whenever any material is issued by Owner, following conditions for issue of material in addition to other conditions specified in the contract shall be applicable.

1.1 Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-charge from time to time, when he requires the above material for incorporation in permanent works.

1.2 Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-charge and the same shall not be taken into account for the purpose of materials reconciliation.

1.3 The contractor shall bear all other cost including lifting, carting from issue points to work site/ contractor's store, custody and handling etc. and return of surplus/ serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-charge etc. No separate payment for such expenditure will be made.

1.4 No material shall be allowed to be taken outside the plant without a gate pass.

1.5 The contractor shall be responsible for proper storage, preservation and watch & ward of the materials.

1.6 **Reconciliation of Owner supplied materials**

1.6.1 Every month, the contractor shall submit an account for all materials issued by Owner in the proforma prescribed by the Engineer-in-charge. On completion of the work the contractor shall submit "Material Appropriation Statement" for all materials issued by the Owner in the proforma prescribed by the Engineer-incharge.

Waste materials part lengths of pipes and other partly used items are the property of MNGL and must be returned to the store with the appreciate documentation so that they can be considered as part of the material reconciliation.

Item	Unaccountable	Accountable-Scrap
Gas Meters	0%	0%
Regulators	0%	0%
Valves	0%	0%
GI Service Pipes	1%	1% (less than 0.5 mtrs)
Cu Pipes	1%	1% (less than 0.3 mtrs)
Consumables	Discretionary	-

Unaccountable wastage/ scrap shall be at actual as per site assessment subject to maximum as stated above.

The percentage allowance shall be accounted on the basis of final measurement book.

1.6.2 All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner's designated store yard(s). In case the Contractor fails to do so/ or exceeds the limits of allowances specified above for scrap/ serviceable materials, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. **125% of landed cost** at the time of final bill/ closing of contract by Engineer-in-charge shall be effected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner. Contractor shall be responsible for the adjustment/ weighment / measurement of the surplus materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of serviceable and scrap materials.

1.6.3 Wherever certain material is covered under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowance towards wastage/ scrap etc. shall be accounted for during execution stage.

1.6.4 Contractor must submit all the recovered material during performing the disconnection services, to MNGL.

CONSTRUCTION EQUIPMENT TO BE DEPLOYED
(ANNEXURE-9 TO SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

Sl. No.	Description of Item	Qty. to be Deployed*
i.	Gas detection equipment, wherever required	As & When required
Ii	Hammer Drill	As & When required
iii	Power Generator (2.5 kVA)	As & When required
iv	Piston Drill	As & When required
v.	Conversion Kit	As & When required
vi.	Pneumatic Foot Pumps	As & When required
vii.	Die sets for thread preparation	As & When required
viii	Soldier Torch	As & When required
ix	Cleaning pads	As & When required
x	Cleaning Brush	As & When required
xi	Lacquer and thinner	As & When required

Any other equipment required for completion of work but not specifically mentioned above here, shall be deployed by contractor without any additional cost.

Contractor shall deploy above mentioned equipments in good working condition.

*** Contractor shall indicate the quantities to be deployed against each Item / equipment.**

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(SIGNATURE OF BIDDER)

TYPICAL NO. OF SKILLED MANPOWER TO BE DEPLOYED

(ANNEXURE-10 TO SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

Sl. No.	Description	Educational qualification	Minimum Manpower requirement
1	Project Manager/ coordinator/ Engineer (Pune site)	BE/Diploma/Graduate in any engineering with minimum 3/5/8-year experience in the relative field	1
2	Plumber team	Plumber should have good experience in relevant work	As required
3	Conversion Technician	Have good experience in relevant work	As required
4	Labor	-	As required

NOTE:

(1) Crew as required shall be deployed based on the Scope of Work finalized and as per instruction of EIC.

(2) The details of manpower required to be mobilized by the execution contractor to complete the entire work within schedule given above is not exhaustive. Contractor is required to augment the above list with additional numbers/categories of workmen as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.

(3) The Manpower as identified above should have required qualification and adequate relevant experience.

(4) This manpower are to be mobilized within 15 days of award of work.

(5) All the personnel of contractor shall carry identity cards / authorization letter while meeting customers / on door-to-door visit for attending customer complaints.

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(SIGNATURE OF BIDDER)

SCHEDULE OF LABOUR RATES
(ANNEXURE-11 TO SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

SCHEDULE OF LABOUR RATES
(FOR EXTRA WORKS)

Sl. No.	Classification Personnel	Rates in INR for 8 hours
		Standard Time (Rs)
1.	Engineer	2500/-
2.	Surveyor Foreman	2000/-
3.	Pipe Fitter	750/-
4.	Pipe Welder	850/-
5.	Gas Cutter	700/-
6.	Grinder	700/-
7.	Mason	520/-
8.	Plumber	500/-
9.	Carpenter	500/-
10.	Painter	500/-
11.	Electrician	600/-
12.	Cable Jointer	780/-
13.	Instrument Technician	1000/-
14.	Rigger	400/-
15.	Watchman/Helper	390/-
16.	Concrete Mixer Operator	520/-
17.	Heavy Machine Operator	700/-
18.	Fusion Operation/ Jointer	500/-

(SIGNATURE OF BIDDER)

NOTES:
Rates are final and Tenderer is to sign only without deviation.

EQUIPMENT HOURLY RENTAL RATES FOR EXTRA WORKS (ANNEXURE-12 TO SPECIAL CONDITIONS OF CONTRACT - TECHNICAL)

SL. NO.	DESCRIPTION OF EQUIPMENT	HOURLY RENTAL RATES FOR EXTRA WORKS INCLUDING CONSUMABLES
1)	Dozers	Rs. 1100/-
2)	Backhoe 1.2 m3	Rs. 1500/-
3)	Backhoe 0.7 m3	Rs. 1000/-
4)	Side Boom 45-ton	Rs. 2000/-
5)	Side Boom 15-ton	Rs. 1200/-
6)	Moling machine	Rs. 1200/-
7)	Bending machine	Rs. 400/-
8)	Welding machine	Rs. 300/-
9)	Compressors 210 CFM	Rs. 500/-
10)	Crane upto 15 T	Rs. 1100/-
11)	Dewatering Pumps	Rs. 125/-
12)	Fusion Jointing Machine	Rs. 250/-
13)	Diesel operated power generators	Rs. 200/-
14)	Grinding machine	Rs. 50/-
15)	Gas cutting set with cylinders	Rs. 100/-
16)	Compressor 600 CFM Capacity	Rs. 750/-
17)	Trucks	Rs. 225/-
18)	Car/Jeep	Rs. 200/-
19)	Pipe beveling m/c	Rs. 150/-
20)	Tractor with trolley	Rs. 225/-
21)	Tripod with 5 Tons Chain Pulley Block	Rs. 100/-
22)	Pipe Trailor 20 T capacity	Rs. 450/-
23)	High pressure test pump upto 200 Bar capacity	Rs. 450/-
24)	Dumper	Rs. 350/-
25)	External x-ray with generator	Rs. 500/-

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(SIGNATURE OF BIDDER)

3.0 PARTICULAR JOB SPECIFICATION

CONTENTS

Sl. No.	Description
1.0	General & Project Description
2.0	Work Tendered
3.0	Scope of Work
4.0	Scope of Supply
5.0	Documents, Specifications, Standards & Drawings
6.0	Resources/ Facilities
7.0	Project Scheduling & Monitoring
8.0	Construction
9.0	Documentation
10.0	Survey and Level/ Setting out Work
11.0	Order of Works/ Permissions/ Right of Entry/ Care of Existing Services
12.0	Make of Material/ Bought Out Items
13.0	Inspection of Supply Items
14.0	Escalation
15.0	Documents to be submitted along with R.A. Bills
16.0	Insurance for Free Issue Material
17.0	Special Points pertaining to SOR
18.0	Appendix-I (List of Supplier for Bought Out Items)

1.0 GENERAL & PROJECT DESCRIPTION

1.1 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 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

1.1.3 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.

1.1.4 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the TECHNICAL SPECIFICATIONS contained herein and CODES referred to. Where the technical specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

1.1.5 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.

1.1.6 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.

1.1.7 In the absence of any specifications covering any material, design of work(s) the same shall be performed/ supplied/ executed in accordance with Standard Engineering Practice as per the instructions/ directions of the Engineer-in-charge, which will be binding on the Contractor.

1.2 PROJECT DESCRIPTION

1.2.1 **General**

MNGL (India) Limited is a Joint Venture company between GAIL (India) Limited and Bharat Petroleum Corporation Ltd. (BPCL). MNGL has been setup to provide CNG (Compressed Natural Gas) as fuel to vehicles through CNG filling stations

and PNG (Piped Natural Gas) to Industrial, Commercial & Domestic Sectors in Pune, Pimpri-Chinchwad and adjoining areas. For that, MNGL plans to install CNG & PNG Distribution network in Pune.

MNGL through this tender is seeking contractors to attend the Disconnection OR recovery & Reconnection of PNG Domestic Customers under bill payment defaulter cases in Pune GA

The main scope of this specification comprises of removal of installed GI/Cu Pipelines, Meter-Cu, valves etc. with safe isolate of gas from MCV-I or recover the outstanding payment form the customer. It also covers, reconnection of the DPNG connection as communicated by MNGL for Pune GA.

2.0 **WORK TENDERED**

Work tendered in this bid package pertains to Removal of GI Service pipe or installation (including supply of GI fitting) to domestic consumers complete with associated facilities and attending after sales complaints.

The Contractor is to broadly carry out the following activities:

2.1 Complete disconnection of DPNG connection include removal of Meters, Regulators, Valves, Cu pipe, GI pipe etc. mentioned in the Schedule of Rates (SOR).

3.0 **SCOPE OF WORK**

Detailed scope of work is specified in Vol. II of II of tender document. The scope of work shall generally be, but not limited to the following:

3.1 **Procurement**

3.1.1 CONTRACTOR shall procure and supply all the materials other than OWNER supplied materials, required disconnection or reconnection of meter, GI/Cu Installation in sequence and at appropriate time. All equipment, materials, components etc. shall be suitable for the intended service. Approved vendor list has been indicated in the bid package for various items. For items which are not covered in the vendor list, CONTRACTOR shall obtain OWNER's prior approval for the vendor.

3.1.2 CONTRACTOR shall procure all materials, components, equipment, consumable etc. required for successful completion of the pipeline system. CONTRACTOR shall also procure and supply spares required for pre-commissioning and commissioning/ start up as recommended for all items supplied by him as per specifications provided in the bid package. Where no specification is available in the contract, the same shall be prepared by the CONTRACTOR based on the piping material specification and shall be subject to OWNER's approval.

3.1.3 Material take-off with complete description of size, rating, material, thickness and specifications.

3.1.4 Only single offer shall be provided by the bidder fully complying to specifications/ drawings/ requirements for OWNER's review and approval. CONTRACTOR shall provide for inspection of the items at vendor's works by the OWNER/ OWNER's REPRESENTATIVE or by a reputed inspection agency and shall submit inspection reports for OWNER's clearance.

3.1.5 Stores management including receipt, warehousing, preserving the material in good condition, issue of material to construction site, reconciling/ handing over surplus material to OWNER for OWNER supplied items.

3.1.6 Carryout proper documentation of inspection and quality assurance programmes for all equipment and bulk materials duly approved by OWNER. CONTRACTOR shall maintain an accurate and traceable listing of procurement records for the location, quality and character of all permanent materials in the Project.

3.1.7 CONTRACTOR shall immediately report to the OWNER of all changes which will affect material quality and recommend any necessary corrective actions to be taken.

3.1.8 Submit periodic manufacturing progress reports highlighting hold ups and slippages, if any, to OWNER and take remedial measures.

3.1.9 Interact with authorities such as Goods & Service Tax, Octroi / LBT, Customs etc. as necessary and arrange for transportation of the materials under his scope of supply to site.

3.1.10 All purchase requisitions including purchase orders shall be approved by OWNER/ OWNER's REPRESENTATIVE.

3.1.11 Compliance with vendor's and supplier's instructions and recommendations for transportation, handling, installation & commissioning.

3.2 Construction

3.2.1 General

3.2.1.1 All construction works shall be carried out as per “Approved for Construction” drawings, procedures, specification and applicable codes and standards. Any changes at site shall also need prior approval from the OWNER and revision of drawings. Construction drawings will be submitted by the Contractor in a phased manner for owner’s approval in accordance with the procurement and construction plan prepared and furnished by contractor & agreed by Owner.

3.2.1.2 **Statutory Approvals:**

The Owner shall provide to the Contractor the basic / in principal approval for laying the pipeline. However, the Contractor at his own initiative shall obtain all permissions, permits and licenses necessary for the performance of the work. If any such permission, permit or license required for the performance of the work by the contractor can only be granted at the request or recommendation of the Owner, the Owner shall at the request of the Contractor, provide recommendatory letters to the contractor to obtain or procure the same. The contractor shall not, however be entitled to any additional compensation over and above contracted rates of services for any hardship or increased cost caused by any idleness, suspension or disruption of work or any other account whatsoever as a result of the inability of the contractor to obtain the permission(s), permit(s), license(s) aforesaid to match with the progress of the work nor shall the same constitute a ground for extension of time.

a) The approval from any authority required as per statutory rules and regulations of Central/ State Government, PWD, Irrigation Deptt. etc. shall be the contractor's responsibility unless otherwise specified in the tender document. The application on behalf of the Owner for submission to relevant authorities alongwith copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/ commissioning of the work is not delayed for want of the approval/ inspection by concerned authorities. The Contractor shall arrange the inspection of the works by the authorities and necessary coordination 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 actuals by the Owner to the Contractor on production of documentary evidence.

b) The defective work resulting from poor workmanship and/ or material supplied by contractor, as pointed out by any statutory authority shall be rectified by the contractor at no extra cost to the Owner. Any change/ addition required to be made to meet the requirements of the statutory authorities, the same 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.

3.2.1.3 The Contractor shall comply with all the conditions and requirements issued by Authorities having jurisdiction in the area where the work is to be performed.

It shall be the Contractor's sole responsibility to make arrangements for land for setting up of its string fabrication yards, all storage areas for line pipe and other materials, wherever required, and all other work areas.

The Contractor shall make all arrangements for access to his work site at his own cost and responsibility. If no public road exists Contractor shall arrange on his own for access to his work area at no extra cost to the COMPANY.

The CONTRACTOR shall be responsible for claims if any arising out of damage/ obstruction to public utilities like lines of DOT etc. where the claims will cover the restoration costs as well as loss of revenue due to down time.

3.2.1.4 Providing schedules, progress reporting, organization chart at construction site, quality assurance plan and developing quality control procedures, as per requirements indicated elsewhere in the bid package.

3.2.1.5 Coordination and supervising the work of sub-contractors.

3.2.1.6 Transportation of appropriate materials and taking delivery of Company supply materials, store, worksite, intermediate storage points, maintaining and operating an adequate material control procedure at worksite.

3.2.1.7 Fabrication of all GI piping, structural components as per approved drawings.

3.2.1.8 All civil/ structural works, electrical and instrumentation, laying and commissioning works shall be performed in accordance with relevant specifications and requirements enclosed elsewhere in the bid package.

3.2.1.9 CONTRACTOR shall provide complete details of manpower, equipment etc. to be deployed. Mobilising and providing all equipments, manpower (skilled and unskilled), consumable and other resources etc. for each spread as required for the execution of the complete job defined herein and thereafter demobilising the same upon completion of work.

3.2.1.10 Provide, maintain and operate all temporary facilities required for the construction
related works and remove after completion of work. Providing barricading at trench in city area as per instruction of Engineer-in-charge for safety.

3.2.1.11 Hook up/ tie-in of pipeline and piping system with other facilities like DRS/MRS etc.

3.2.1.12 All works related to cleaning, testing, pre-commissioning and commissioning of the work tendered.

3.2.1.13 Idle time preservation of pipeline, if required.

3.2.1.14 All incidental and associated works and any other works not specifically listed therein but are required to be carried out to complete entire work related to pipelines and terminals.

4.0 SCOPE OF SUPPLY

4.1 Material to be supplied by Company as Free Issue

Owner's scope of supply shall be as specified in Particular Job Specification, Technical Specifications, Schedule of Rates & various other parts of the Bidding Document.

Free Issue Materials shall be issued to the Contractor from the designated store(s) of Owner. Contractor shall be responsible for lifting the free issue materials from Owner's storage point(s) and transporting the same to work site(s) at his own cost.

MNGL's storage point for free issue material of this project shall be located in Pune City or its nearby region.

Contractor shall also return materials after completion of work to MNGL's designated store in Pune City or its nearby region or as directed by MNGL / Engineer-in-charge.

Conditions for Issue and Reconciliation of Materials shall be as per Document enclosed as Annexure-8 to Special Conditions of Contract.

The following free issue item will be supplied by the owner.

A) **GI Pipes bare/painted**
- i) GI Pipes (½ ")
- ii) GI Pipes (¾")
- iii) GI Pipes (1")
- iv) GI Pipes (1½")

B) **Copper Pipes**
- i) Copper Pipes (12 mm OD)

C) **Isolation & Appliance Valves**
- i) ½" Isolation Ball Valve
- ii) ¾" Isolation Ball Valve
- iii) 1" Isolation Ball Valve
- iv) 1½" Isolation Ball Valve
- v) ½" Appliance Ball Valve

vi) ¼" Appliance Ball Valve

D) **Meters**
Domestic Meter (Diaphragm Meter) – 2.5 m^3/hr

E) **Regulator**
Domestic Regulator 100 mbar to 21 mbar, Flow rate of 2.5 m^3/hr

4.2 **Conditions for issue of Company Supplied Material**
Contractor shall prepare and submit Material Issue Vouchers to enable stage wise issue of materials. All materials shall be issued for incorporation in permanent works only and shall not be used for any temporary or ancillary works without the written consent of Engineer-in-charge. These materials shall be issued to the contractor from the Owner's storage points. Contractor shall be responsible, at this own cost, for lifting of the materials from Owner's issue points, measuring, weighing, loading, unloading, transportation and return of materials to designated storage points. Contractor shall also be responsible for constructing covered godowns with adequate supports and clearances for safe storage of materials.

Every month the contractor shall submit an account for all the materials issued by the owner in the proforma prescribed by the Engineer-in-charge. On completion of the work, the contractor shall submit materials appropriation statement for all materials issued by Owner.

4.2.1 All materials issued by the COMPANY to the CONTRACTOR shall be preserved against deterioration and corrosion. Any damages/losses suffered on account of poor or improper storage while under CONTRACTOR'S custody and non-compliance with the requirements stipulated herein shall be considered as losses suffered due to willful negligence on the part of the CONTRACTOR and he shall be liable to compensate the COMPANY, for the losses suffered, at penal rates as elaborated elsewhere in the bid document.

Various equipments/ materials intended for the installation will be received by COMPANY in unpacked, skidded, crated, packed or loose condition and will be stored in the COMPANY warehouses & open yards. In general, material will be issued to the CONTRACTOR in "as-received" condition. It will be the CONTRACTOR'S responsibility to draw, load and transport all materials from Company's designated place (s) of issue to the point of installation.

All materials supplied by the COMPANY shall be duly protected by the CONTRACTOR at his own cost with appropriate preservative like primer/lacquer coating, grease etc, if required.

The Contractor shall be required to take Insurance Cover in terms of general conditions of contract.

4.2.2 The CONTRACTOR shall check that valves, fittings and specials are not subject to corrosion from hydrostatic test liquid remaining saturated in the packings. Any such conditions when detected should be brought to the notice of the Engineer-in-charge and remedial measures taken as directed. Small and medium size pipe fittings shall be stored in rack to be constructed from this purpose in a covered godown. When large size pipe fittings are to be stored, these may be kept in the open on surfaced storage yards on proper wooden supports.

4.2.3 All machined surfaces shall be properly greased and shall be maintained and protected from damages.

4.2.4 Openings of equipment, machinery, valves etc. shall be kept blocked/ covered with blinds to prevent entry of foreign matter.

4.2.5 All valves supplied independently, as well as along with equipment and machinery shall be stored separately, inside the covered godown on racks.

4.2.6 As far as possible materials shall be transported to the erection site, just prior to their actual erection and shall not be left laying around indefinitely. Instructions for the Engineer-in-charge shall be followed strictly in this regard.

4.3 **Material to be supplied by Contractor**

The procurement and supply, in sequence and at the appropriate time, of all materials and consumables required for completion of the work as defined in this Bid document except the materials specifically listed under para 4.1 above, shall be entirely the CONTRACTOR'S responsibility and item rates quoted for the execution of the CONTRACT shall be inclusive of supply of all these materials. The material to be supplied by the Contractor shall be as per specification and preferred make as indicated in Appendix-I or duly approved / recommended for use by MNGL. The materials will be, but not by way of limitations, as follows:

All materials except what is under Owner’s scope of supply (Free Issue Materials) as mentioned in Clause No. 4.1 above and required for successful completion of works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.

The following indicative materials to be supplied by the contractor **as required** to complete the work. The contractor shall submit the Test Certificates of all the contractor supplied materials used at site. **The materials shall be procured as per the standards specified in the PNGRB Regulations for Technical Standards and Specifications including Safety Standards for City or Local Natural Gas Distribution Networks.**

Material under Contractor's Scope of Supply

A) **GI Fittings**

i) Elbows F End (½") (GI)
ii) Elbows F End (¾") (GI)
iii) Elbows F End (1") (GI)
iv) Elbows F End (1½") (GI)
v) M & F Elbows End (½") (GI)
vi) M & F Elbows End (¾") (GI)
vii) M & F Elbows End (1") (GI)
viii) M & F Elbows End (1½") (GI)
ix) Equal Tee (½") (GI)
x) Equal Tee (¾") (GI)
xi) Equal Tee (1") (GI)
xii) Equal Tee (1½") (GI)
xiii) Union (½") (GI)
xiv) Union (¾") (GI)
xv) Union (1") (GI)
xvi) Union (1½") (GI)
xvii) Sockets (½") (GI)
xviii) Sockets (¾") (GI)
xix) Sockets (1") (GI)
xx) Sockets (1½") (GI)
xxi) Reduced Elbows (¾" x ½") (GI)
xxii) Reduced Elbows (1" x ¾") (GI)
xxiii) Reduced Elbows (1½" x ¾") (GI)
xxiv) Reduced Elbows (1½" x 1") (GI)
xxv) Reduced Elbows (2" x 1½") (GI)
xxvi) Hex Nipple Size (½" x 2") Long (GI)
xxvii) Hex Nipple Size (½" x 3") Long (GI)
xxviii) Hex Nipple Size (¾" x 2") Long (GI)
xxix) Hex Nipple Size (1" x 2") Long (GI)
xxx) Hex Nipple Size (1½" x 2") long (GI)
xxxi) Reduced Sockets (¾" x ½") long (GI)
xxxii) Reduced Sockets (1" x ¾") (GI)
xxxiii) Reduced Sockets (1½" x ¾") (GI)
xxxiv) Reduced Sockets (1½" x 1") (GI)
xxxv) Reduced sockets (2" x 1½") (GI)
xxxvi) GI Plugs ¾"

B) Copper Tube associated fittings including brass fittings at the inlet/outlet of the meter and at the entry/exit of isolation valve/Appliance Valves.

C) All supports and fixture for GI Raisers, Copper Tube, Regulators and Meters as approved by the EIC

D) Steel braided hose of min 1.0 Mtrs length (Suraksha/equivalent make as per ISI standard)

E) Burner nozzles for conversion of burners as approved by the EIC

F) GI/PVC Sleeve / Concrete Sleeves / MS Sleeve as per the instructions of EIC etc.

5.0 DOCUMENTS, SPECIFICATION, STANDARDS AND DRAWINGS

5.1 Owner shall furnish tender purpose drawings as listed in content of Volume-II of II of the tender document and other typical standard drawings attached with respective technical specifications enclosed with Volume-II of II of the tender document. Contractor shall prepare detail engineering drawing, bill of materials and all construction drawings and submit to Consultant for approval prior to start of the job / any procurement.

5.2 Contractor shall prepare isometric drawings, any specific detail drawings (if required by Engineer-in-charge) & bill of materials and submit the same for Owner/ Consultant's approval/ record.

Contractor shall prepare drawing for utilities line as required or as per SOR and submit the same for Owner/ Consultant's approval/ record.

5.3 No construction small or big shall be carried out without proper construction / standard drawings duly approved by Owner's Engineers at Pune or site office or Owner's representative duly authorised to do so.

5.4 **Specifications**

The work shall be carried out by CONTRACTOR strictly in accordance with the following specifications enclosed in Volume-II & II of this document :

1) Installation of Aboveground GI Piping for Domestic Consumers
2) GI Fittings etc.

6.0 RESOURCES FACILITIES

6.1 **Recruitment of Personnel by Contractor**

The Contractor shall not recruit personnel of any category from among those who are already employed by the other agencies working at the sites but shall make maximum use of local labor available.

6.2 **Construction Water and Power Supply**

No water and power will be provided by the owner. It should be the responsibilities of the contractor to arrange water and power at his own cost.

6.3 **Land for Residential Accommodation**

Owner shall not provide any land for residential accommodation of contractors staff and labor.

7.0 **PROJECT SCHEDULING & MONITORING**

The following schedules/documents/reports shall be prepared and submitted by the Bidder/Contractor for review/approval at various stages of the contract.

7.1 **Along with Bid**

a) Time Schedule

The Completion Time Schedule for the work (including mobilization period) as per Appendix-I to Invitation for bid, PART-A of Tender in all respect, from the date of issue of telex/telegram/letter/Fax of Intent/Service Order.

The Bidder is required to submit a Project Time Schedule in Bar Chart Form, along with the Bid. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates. Owner reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the overall Project requirement.

b) Scheduling & Monitoring System

The Bidders should describe their system of Project Scheduling and monitoring, the extent of computerization, level of detailing, tracing methodology etc. with the name of computer package and sample outputs.

7.2 **After the Award of Contract**

a) Overall Project Schedule

The Contractor shall submit within 1 week of SO, a sufficiently detailed overall Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/ interdependence between various activities together with analysis of critical path and floats.

The network will be reviewed and approved by Engineer- in-Charge and the comments if any shall be incorporated in the network before issuing the same for implementation. The network thus finalised shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in- Charge during the entire period of contract.

Also, contractor has to submit the full details as required by EIC like list of manpower as per minimum manpower required in tender with Appointment letter, ESIC-PF-Adhar no, Office agreement, Photos of office etc.

b) Progress Measurement Methodology
The contractor is required to submit within 1 week of award of WORK, the methodology of progress measurement of sub-ordering, manufacturing/ delivery, sub- contracting construction and commissioning works and the basis of computation of overall services/physical progress informed. Owner reserves the right to modify the methodology in part or in full.

c) Functional Schedules
The contractor should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress covers for each function viz. ordering, delivery and construction.

7.3 **Project Review Meetings**

The Contractor shall present the programme and status at various review meetings as required by AIC/EIC with all the documents of disconnection status and QSRs

7.4 **Progress Reporting Proforma**

A) Daily Repots
a) Activity program for the day
b) Progress of the previous day and commutative progress.

7.5 **Progress Reports**

7.5.1 CONTRACTOR shall make every effort to keep the OWNER adequately informed as to the progress of the WORK throughout the CONTRACT period.

CONTRACTOR shall keep the OWNER informed well in advance of the construction schedule so as to permit the OWNER to arrange for requisite inspection to be carried out in such a manner as to minimize interference with progress of WORK. It is imperative that close coordination be maintained with the OWNER during all phases of WORK.

7.5.2 By the 10th (tenth) of each month, CONTRACTOR shall furnish the OWNER a detailed report covering the progress as of the last day of the previous month. These reports will indicate actual and scheduled percentage of completion of construction as well as general comments of interest or the progress of various phases of the WORK. The frequency of progress reporting by the CONTRACTOR shall be weekly.

7.5.3 Once a week, CONTRACTOR shall submit a summary of the WORK accomplished during the preceding week in form of percentage completion of the various phases of the WORK, to the OWNER.

7.5.4 Progress reports shall be supplied by CONTRACTOR with documents such as chart, networks, photographs, test certificate etc. Such progress reports shall be in the form and size as may be required by the OWNER and shall be submitted in at least 3 (three) copies.

7.5.5 Contractor shall prepare daily progress report (DPR) in the desired format and submit it to Engineer-in-charge alongwith schedule of next day to Engineer-incharge.

8.0 **CONSTRUCTION**

OWNER reserves the right to inspect all phases of CONTRACTOR's operations to ensure conformity to the SPECIFICATIONS. Owner will have Engineers, Inspectors or other duly authorized representatives, made known to the CONTRCTOR present during progress of the WORK and such representatives shall have free access to the WORK at all times. The presence or absence of a OWNER's representative does not relieve the CONTRACTOR of the responsibility for quality control in all phases of the WORK. In the event that any of the WORK being done by the CONTRACTOR or any SUB-CONTRACTOR is found by OWNER's representatives to be unsatisfactory or not in accordance with the DRAWINGS, procedures and SPECIFICATIONS, the CONTRACTOR shall, upon verbal notice of such, revise the work in a manner to conform to the relevant DRAWINGS, procedures and SPECIFICATIONS.

8.1 **Rules & Regulations**

CONTRACTOR shall observe in addition to Codes specified in respective specification, all National and Local Laws, Ordinances, Rules and Regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.

8.2 **Procedures**

Various procedures and method statements to be adopted by CONTRACTOR during the construction as required in the respective specifications shall be submitted to OWNER in due time for APPROVAL. No such construction activity shall commence unless approved by OWNER in writing.

8.3 **Field Inspection**

CONTRACTOR shall have at all times during the performance of the WORK, a Competent Superintendent on the premises. Any instruction given to such superintendent shall be construed as having been given to the CONTRACTOR.

8.4 **Erection and Installation**

The CONTRACTOR shall carry out required supervision and inspection as per quality Assurance plan and furnish all assistance required by the OWNER in carrying out inspection work during this phase. The OWNER will have engineers, inspectors or other authorized representatives present who are to have free access to the WORK at all times. If an OWNER's representative notifies the CONTRACTOR's authorized representative not lower than a Foreman of any deficiency, or recommends action regarding compliance with the SPECIFICATIONS, the CONTRACTOR shall make every effort to carry out such instructions to complete the WORK conforming to the SPECIFICATIONS and approved DRAWINGS in the fullest degree consistent with best industry practice.

8.5 **Construction Aids, Equipment, Tools & Tackles**

CONTRACTOR shall be solely responsible for making available for executing the work, all requisite Construction Equipments, Special Aids, Tools, Tackles and testing equipments and appliances. Such construction equipments etc. shall be subject to examination by owner and approval for the same being in first class operating condition. Any discrepancies pointed out by OWNER shall be immediately got rectified, repaired or the equipment replaced altogether, by CONTRACTOR. OWNER shall not in any way be responsible for providing any such equipment, machinery, tools and tackles.

The OWNER reserves the right to rearrange such deployment depending upon the progress and priority of work in various sections.

9.0 **DOCUMENTATION**

9.1 **Completion Document**

The following documents shall be submitted in hard binder by the BIDDER in THREE sets, as a part of completion documents:

a) Copies of the Inspection reports, Registration acceptance report etc.
b) Pretesting, final pneumatic and other Test results and reports.
c) Consumption statements of GI / Cu certified by Owner’s Site Engineer.
d) Material Reconciliation, stores issue & return statements
e) All other requirements as specified in the respective specifications.
f) Completion Certificate issued by Owner’s Site Engineer.
g) No claim certificate by the BIDDER.
h) Completion certificate for embedded and covered up works wherever applicable.
i) Recovery statement, if any.
j) Deviation statement.
k) Statement for reconciliation of all the payments and recoveries made in the progress bills.
l) Copies of deviation statement and order of extension of time, if granted.
m) Any other contractual documents required on completion.

n) Total list of houses establishments in the area allotted to him giving details of connections provided & reasons where connection could not be given / completed.
o) The details recorded in measurement cards of every domestic house.
p) Details of houses where extra piping done along with materials used.
q) Total material consumption report.
r) Material reconciliation with respect to the materials issued.
s) Test reports & test certificates of gauges etc.
t) Any other documents / records required.

10.0 SURVEY AND LEVEL/SETTING OUT WORK

10.1 Before the WORK or any part thereof are begun, the CONTRACTOR's agent and the Engineer-in-Charge's representative shall together survey and take levels of the SITE and decide all particulars on which the survey is to be made, and on which measurements of the WORK are to be based. Such particulars shall be plotted by the CONTRACTOR and after agreement the drawings shall be signed by the Engineer-in-Charge.

10.2 The CONTRACTOR shall be entirely responsible for the horizontal and vertical alignment, the level and correctness of every part of the WORK and shall rectify any errors or imperfections therein. Such rectifications shall be carried out by the CONTRACTOR at his own cost, when instructions are issued to this effect by the Engineer-in-Charge or his representative.

10.3 The Engineer-in-Charge shall furnish the relevant existing grid point with Benchmark on the land. It shall be CONTRACTOR's responsibility to set out the necessary control points in and to set out the alignment of the various works. The CONTRACTOR shall have to employ efficient survey team for this purpose and the accuracy of such setting out work shall be CONTRACTOR's responsibility.

10.4 The CONTRACTOR shall give the Engineer-in-Charge not less than 24 (twenty-four) hours' notice in writing of his intention to set out or give levels for any part of the WORK so that arrangements may be made checking the same.

10.5 WORK shall be suspended for such times as necessary for checking lines and levels on any part of the WORK.

10.6 The CONTRACTOR shall at his own expense provide all assistance, which the Engineer-in-Charge may require for checking the setting out ot WORKS.

10.7 Before commencement of any activity, contractor's quality control set up duly approved by company must be available at site.

11.0 **ORDER OF WORKS/PERMISSIONS/RIGHT OF ENTRY/CARE OF EXISTING SERVICES.**

11.1 The order in which the WORK shall be carried out shall be subject to the approval of the Engineer-in-charge and shall be so as to suit the detailed method of construction adopted by the CONTRACTOR, as well as the agreed joint program. The WORK shall be carried out in a manner so as to enable the other contractors, if any, to work concurrently.
OWNER reserves right to fix up priorities which will be conveyed by Engineer-in-Charge and the CONTRACTOR shall plan and execute work accordingly.

11.2 **Existing Service**

11.2.1 Drains, pipes, cables, overhead wires and similar services encountered in course of the works shall be guarded from injury by the CONTRACTOR at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Owners thereof, or otherwise occupy any part of the SITE in a manner likely to hinder the operation of such services.

11.2.2 Should any damage be done by the CONTRACTOR to any mains, pipes, cables or lines (whether above or below ground etc.), whether or not shown on the drawings the CONTRACTOR must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer-in-Charge.

12.0 **MAKE OF MATERIAL/BOUGHT OUT ITEMS**

Approved vendors for various major items are enclosed as Appendix-I to Particular Job Specification with this tender document. The bidder shall consider such names only as indicated in the aforesaid list and clearly indicate in the bid the name(s) as selected against these items. For any other item not covered in the list enclosed with this tender document, prior approval shall be obtained by the contractor for its make/ supplier's name.

13.0 **INSPECTION OF SUPPLY ITEMS**

All inspections and tests shall be made as required by the specifications forming part of this contract. Contractor shall advise Owner/ Consultant in writing at least 10 days in advance of the date of final inspection/tests. Manufactures inspection or testing certificates for equipment and materials supplied, may be considered for acceptance at the discretion of Owner/ Consultant. All costs towards testing etc. shall be borne by the contractor within their quoted rates. All inspection of various items shall be carried out based on Quality Assurance Plan, which will be submitted by the Contractor and duly approved by Owner/ Consultant.

14.0 **ESCALATION**

The Unit Rates quoted shall be kept firm till completion of work/contract and no price Escalation shall be paid.

15.0 **DOCUMENTS TO BE SUBMITTED/ PRODUCED ALONGWITH R.A. BILLS**

i) Computerized R.A. Bill/ Manual Bill, with IT No./ GST No (PAN based)./ Labour Licence No. printed thereon.
ii) ESI/ EPF clearance certificates/ Challan for the last month along with R.A. Bills.
iii) Insurance Policy as per relevant clauses of Contract Agreement.
iv) Attendance Register and Salary Records, HR compliances etc.
v) Abstract of cost as per given format by EIC.
vi) Summary sheet of Measurement, quantity, registration certified.
vii) Measurement cum Consumption sheet & Registration report.
viii) Inspection reports duly certified by contractor, CSA, AIC.
ix) Photocopy of the measurement book to be attached with R.A. Bills. (if required)
x) Any other document required for the purpose of processing the bills.

16.0 **INSURANCE FOR FREE ISSUE MATERIAL**

16.1 Insurance for Free Issue Material

Contractor shall at his own expense arrange, secure and maintain insurance cover for Owner's supplied free issue materials as defined in Tender Document. Contractor's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor to note that the beneficiary of insurance cover shall be MNGL. (The approximate cost of free issues material is Rs. 50.0 Lakhs). The Contractor may take the insurance as per the following schedule.

16.1.1 Upto 12 months – 40.0% of the value
Upto 18 months – 80.0% of the value
Upto 24 months – 100.0% of the value

16.2 **Insurances in India**

16.2.1 In addition to the insurance covers specified in the General conditions of Contract to be obtained and maintained by the Contractor, Contractor shall at his own expense arrange, secure and maintain insurance with Indian insurance companies to the satisfaction of the owner as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Owner against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of these responsibilities and obligations under Contractor.

16.2.2 Any loss of damage to the equipment during inland transportation, storage, erection and commissioning till such time the Work is taken over by Owner shall be to the account of Contractor. Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/ or replacement of the parts of the Work damaged or lost. Contractor shall provide the Owner with a copy of all insurance policies and documents shall be submitted to the owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner regarding the expiry cancellation and/ or changes in any of such documents and ensure revalidation/ renewal etc., as may be necessary well in time.

16.2.3 The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials.

16.2.4 All cost on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price. However, the Owner may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Value Of Contract to the extent of reduced premium amounts.

16.2.5 Contractor as far as possible shall cover insurance with Indian Insurance Companies.

17.0 **SPECIAL NOTES PERTAINING TO SCHEDULE OF RATES (SOR)**

i) All SOR item/parts shall be quoted by the bidder in the price part of the bid, otherwise bid will be rejected.

ii) The quantities given above against individual items are indicative and may be increased, decreased, or deleted at site at the time of actual execution and as per discretion of Owner/ Engineer-in-charge. The unit rate shall be operated to work out the final payment due to Contractor.

iii) The payment will be made as per actual certified measurement at site.

iv) The scope as mentioned in the SOR is of indicative nature only and shall include all activities as detailed in the relevant clauses of the respective Particular Job Specifications, Technical Specifications,

Data Sheets & drawings, etc. or covers all the supply, installation etc. to complete the work in terms of connection/conversion.

18.0 **APPENDIX-I TO PARTICULAR JOB SPECIFICATION**

LIST OF APPROVED SUPPLIERS FOR BOUGHT OUT ITEMS

GI FITTINGS

1 M/s Jainsons Industries, Jalandhar
2 M/s RAJNESH Malleables Ltd.,Delhi
3 M/s Industrial Valves & Components, Delhi
4 M/s Sarin industries Ltd., Delhi
5 M/s. Mehta Brothers & Co., Mumbai (Jinan Mech Brand)
6 M/s. Jupiter Metal Industries Ltd.

Copper FITTINGS

1 M/s Jay Banas Metals Pvt. Ltd., Gandhinagar
2 M/s Mehta Tubes Ltd., Mumbai
3 M/s Rajco Metal Industries Pvt. Ltd., Mumbai

Brass Fittings

1. M/s. Chandan Enterprises, Mumbai
2. M/s. Greenglobe Fuel Solutions, Mumbai
3. M/s. NSSL Ltd., Mumbai
4. M/s. Umesh Enterprises, Mumbai
5. M/s. Paras Industries, Jamnagar
6. M/s. Om Brass Industries, Jamnagar
7. M/s. Radiant Corporation, Pune.

Notes:

1) For procuring bought out items from vendors other than those listed above, the same may be acceptable subject to the following:
   a) The vendor/supplier of bought out item(s) is a regular and reputed manufacturer/supplier of said item(s) for intended services and the sizes being offered is in their regular manufacturing/supply range.
   b) The vendor/supplier should not be in the Holiday list of MNGL.
   c) Should have supplied at least 50% of required quantity or minimum 1 number whichever is higher of maximum size and rating of item(s) as required for intended services.

   The bidder should enclose documentary evidences i.e. PO copies, Inspection Certificate, end-user certificate etc. for all the bought out components, alongwith their bids.

2) For any other item(s) for which the vendor list is not provided, bidders can supply those item(s) from reputed vendors/ suppliers who have earlier supplied same item(s) for the intended services in earlier projects and the item(s) offered is in their regular manufacturing/ supply range.

The bidder is not required to enclose documentary evidences (PO copies, Inspection Certificate, end-user certificate etc.) alongwith their offer. However in case of successful bidder, these documents shall be required to be submitted by them for prior approval of MNGL within 30 days from date of Placement of Order.

SCOPE OF WORK

The Scope of work for appointment of an agency for Disconnection OR Recovery and Reconnection of PNG Domestic customers for, shall include, but not be limited to the following:

Scope of Work:

1 The Contractor to collect the List of Defaulter Customers which are approved for Disconnection from MNGL.

2 The contractor shall ensure strict adherence to safety measures. Before start of work, contractor shall demonstrate the standard operating procedure (SOP) followed in the process of disconnection and reconnection with full safety gear. In case at any stage contractor is found to be violating safety, suitable disciplinary action shall be taken.

3 The contractor must ensure the availability of all kinds of standard Tools & Tackles, fittings, PPEs, approved Safety harness etc. with all safety compliance during Disconnection & Reconnection.

4 Contractor must set up a store/ SITE OFFICE for day-to-day co-ordination & smooth operation of contract and material placing.

5 It is the responsibility of the contractor to provide uniform which includes shirt, trousers and shoes to all his field executives with valid ID card failing which a penalty shall be levied from the running bill.

6 It is mandatory for the contractor to complete the STC training and inspection for all the manpower and safety equipment before the start of any work. Follow NO STC NO WORK Rule during the entire tenure of the contract.

7 The Contractor shall exclusively be liable for non-compliance of the provisions of any act, laws, rules and regulations having bearing over engagement of workers directly or indirectly for execution of work and the contractor hereby undertake to indemnify MNGL against all actions, suits, proceedings, claims, damages, demands, losses etc. which may arise under Minimum Wages Act, Payment of Wages Act, Workman Compensation Act, Personnel Injury (Compensation Insurance) Act, E.S.I. Act, Fatal Accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and Deposit Linked Insurance Scheme or any other act or statutes no therein specifically

mentioned but having director indirect application for the persons engaged under this contract.

8 The Contractor shall perform his duties and obligations in a legal and authorized manner. Bidder shall not indulge in any unethical, unauthorized and illegal activities, in the performance of his duties. Contractor will ensure that the field executive communicates the correct information to the consumers and conduct themselves in a dignified manner while representing MNGL. On receipt of any complaint regarding the misbehavior and any other conduct by the persons employed by the Contractor which brings disrepute to the image of MNGL, a penalty shall be levied & contractor will remove such personnel from job.

9 **The contractor to enter the details like BP No., BP Name, Address, Meter No. etc. in the DPR format as given by MNGL. For every case the contractor has to visit and submit the status and ensure each case should be either Disconnected or Recover of the outstanding payment within the SLA. Contractor shall accumulate the visiting charges or any additional charges whatever is applicable, in the given SOR against non-disconnection or non-recovery in any cases. No additional payment will be given by MNGL.**

10 Contractor has to execute the disconnection or recover & reconnection work as per the SOP under the supervision by MNGL representative. SOP will be communicated to the contractor after award of contract & mobilization of manpower etc.

11 In some cases, collection may have to be carried out with the help of police. Contractor must give a written intimation through letter with list of BPs to MNGL. Regular follow up or liaising with Police department / other statutory bodies for collection / disconnection shall be done by the contractor at its own cost.

12 After the disconnection the Material retrieved from the customer premises (i.e. Meter, Regulator, Copper tubes, valves, fittings etc) is to be maintain in his safe custody. Separate Storage facility should be maintained by the contractor at his own office location. When the reconnection request is received from MNGL R&RM, the same meter with all the accessories should be used for restoring the gas supply. In cases of any loss or damage of the Meter, material to be reused is found, the contractor will be penalized as per the MNGL standard rates and T&C.

13 To perform the activities, contractor shall obtain due permission from civic agencies, housing societies etc. The contractor shall have to undertake liaison at his own end for obtaining the required permissions. No separate charges shall be payable to the contractor for the same.

14 General permissions shall be obtained by the Purchaser. However, working

approval from any authority required as per statutory rules and regulation of Central/ State Government/ Local Bodies shall be the Contractor's responsibility. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor.

15 Contractor should carry the latest invoice, copy of notice etc. while visiting customers' premises for disconnection. In case the House is found locked at the time of visit, a sticker mentioning date & time of visit, contact details of contractor should be pasted on the door of customer. The location of the sticker should be such that it must be easily visible to customer on his return (preferably near the lock of the door). Photograph of the door having sticker with date and time stamping must be maintained and submitted for record.

16 In case of house lock/ In absence of customer etc. disconnection should be carried out from outside (from MCV-I) as per SLA. the contractor shall put a proper sticker or notice at customer premises to inform about the disconnection done. The photograph such cases should also be properly captured/ submitted in each case for necessary records.

17 Contractor shall keep all the equipment's /machineries /meter-regulator/pipes /valves /nuts etc. that are removed from customer's premises in safe custody. Contractor shall also issue receipt (service report) of material removed to the customers and submit the same to MNGL site office/AIC for necessary records. Contractor shall return all such material in his custody to MNGL in 'GOOD & Reusable Condition' at his own cost with certification by MNGL representative as per SLA, if the reconnection request/ order is not received during material retention period or material is with contractor.

18 **Final disconnection should be executed from MCV1 only. The disconnection process will be considered as 'Completed' only after the gas supply to the customer is isolated from MCV1 and MCV 1 should be Closed & Plugged.**

19 **Disconnection from MCV-II:** The disconnection from MCV-II is allowed to perform as per SLA in case customer is available, considering the reconnection or disconnection **from MCV-I as per SLA/ within 45 days**. In all such cases contractor should ensure the isolation the gas supply (No leakage) from MCV-II by safely closing and plugging the MCV. However, contractor is allowed to perform the disconnection directly from MCV-I without performing the disconnection from MCV-II. Also contractor ensure the safe custody of all MNGL assets taken from customer premises in any cases.

20 For **Reconnection cases** provided to the contractor, The contractor should use the same meter and Regulator with all the accessories removed from during the disconnection of the same customer. In case the disconnection was done by another contractor, Contractor has to collect the OWNER's supplied material from

MNGL store against the requisition issued by MNGL. Any other material, tool, equipment etc. required to restore the gas supply shall be under the scope of contractor.

The reconnection and restoration of gas supply shall be done only after the Quality & safety checks, testing etc. of the installation as per SOP within given SLA.

21 Report of daily payments collected by the contractor is to be submitted in specified format. Contractor will have to submit the specified format along with the payment proof (if any) at MNGL on daily basis without fail.

22 The contractor should submit the JMR / Service Report on same day for every Disconnection / Reconnection case. The service report should be complete with the data BP No., BP Name, BP Address, Meter No., Last Meter Reading and duly signed by Customer & MNGL Representative.

23 In case the contractor fails to execute the Disconnection or Reconnection, MNGL has the authority to get the work executed from the other agency at the contractors “Risk & Cost” / Penalty nonperforming the work.

24 The Contractor must ensure that adequate manpower is deployed so that the disconnection/re-connection activities are undertaken in time bound manner as per SLA. A list of personnel’s deployed by contractor performing different activities must be submitted to MNGL for records.

25 The Police Verification of all the field executing team members should be done by the contractor within in 1 month from the date of joining.

26 To perform the disconnection & reconnection work, the contractor has to inform (one day prior to schedule date) to the respective PNG Area In charge and ensure the presence of MNGL representative during the activity. The contactor has to submit the Service Reports and other documents as requested by end of the day to AIC and DPR to all MNGL officials.

27 The contractor can claim the quoted SOR Rate As

Disconnection as:

a	Disconnection of D-PNG connection	**70** %

b	Return the MNGL assets to MNGL store/preservation of MNGL Asset as per contract	**30** %

Recovery:

a	Recovery against outstanding of D-PNG connection	**As per slab**

All payments are to be collected by way of cheque / DD / online payment. Under no circumstances, cash will be collected. Cheques should be drawn in favor of '**MNGL (India) Limited** Date of cheque / DD / online payment must be after the date when MNGL handed over the list of defaulting customers.

In case customer insists on cash payment, vendor will advise him/her to pay at the nearest branch of Axis Bank or ICICI bank. Vendor shall be fully responsible for all the cheques collected from the customers till it is received at MNGL's end. In case any lapse is established, the vendor must either rearrange the payment from the customer or pay an equivalent amount to MNGL from his end.

Contractor is advised not to accept Part payment and PDC form customers, in such cases contractor will be shole responsible.

Contractor should coordinate day to day with MNGL R&RM department for the confirmation of recovery and submit the verification of R&RM officer for outstanding vs payment of each BP where contractor is claiming the recovery SOR. Failing which, will not be eligible for any claim from MNGL.

Reconnection:

a	Reconnection of D-PNG connection	**100** % of Reconnection SOR

28 Contractor should ensure the isolation of Gas supply to the defaulter customer as per SLA. Contractor can isolate the supply from MCV-I or MCV-II. However, he can claim the SOR after disconnection from MCV-I and retrieval of MNGL assets. Contractor must return these materials to MNGL store as per contract.

Note: The above table is indicative and any claim which is not covered in above table will be applicable as per clause no.: 27 and EIC guidelines.

29 The efforts made by the MNGL officials to recover the outstanding amount though the case has been given to contractor is not entitled for any commission.

30 The contractor must ensure the disconnection or reconnection within time given as per SLA to avoid any penalty. Contractor must submit the photograph of place (before & after) from where the disconnection and reconnection is done. A report shall be submitted on cases where disconnection could not be carried out specifying the reasons thereof.

31 Wrong Disconnection Cases: In case of wrong disconnection done by any of the contractor due to negligence or without following the SOP, penalty shall be deducted from the contractor's bill. Besides, contractor shall not be paid anything towards such disconnection cases & be required to immediately reconnect such cases, without any charges.

32 The following material will be supplied by the owner in case contractor loses/ Misplaces /Damages the recovered material in his safe custody.

OR

in case only Reconnection is performed by contractor where Disconnection is done by another contractor.

- GI Pipes bare/painted (1/2")
- Copper Pipes (12 mm x 0.6 mm)
- Isolation & Appliance Valves (1/2")
- Appliance Ball Valve (1/4")
- Domestic Meter (Diaphragm Meter) – 2.5 m3/hr
- Domestic Regulator 100 mbar to 21 mbar, Flow rate of 2.5 m3/hr

33 All materials issued by the COMPANY to the CONTRACTOR shall be preserved against deterioration and corrosion. Any damages/losses suffered on account of poor or improper storage while under CONTRACTOR'S custody and non-compliance with the requirements stipulated herein shall be considered as losses suffered due to willful negligence on the part of the CONTRACTOR and he shall be liable to compensate the COMPANY, for the losses suffered, at penal rates as elaborated elsewhere in the bid document.

34 The procurement and supply, in sequence and at the appropriate time, of all materials and consumables as per PNGRB-T4S standard required for completion of the work as defined in this Bid document except the materials specifically listed or supplied by OWNER, shall be entirely the CONTRACTOR'S responsibility. Material under Contractor's Scope of Supply is as following.

- GI Fittings (1/2").
- Copper Tube associated fittings & consumables.
- Brass fittings at the inlet & outlet of the meter and at the entry & exit of isolation valve & Appliance Valves.
- All supports and fixture for GI pipe, Copper Tube, Regulators and Meters as approved by the EIC.
- Flux should be Non-Acidic, Lead Free as per ANSI / NSF 6 or equivalent to be approved by MNGL. & Should have compatibility to use with solder wire (Lead free & as per BS 219 or equivalent).
- Solder wire φ 3.25 mm, lead free, should be as per BS 219 or Equivalent to be approved by MNGL.

Contractor should supply the above material form MNGL's approved vendors and get the quality inspection done by MNGL prior to start the work and submit all required documents like TC etc. to MNGL.

The list of approved vendors is as following:

GI FITTINGS

- M/s Jainsons Industries, Jalandhar
- M/s RAJNESH Malleables Ltd.,Delhi
- M/s Industrial Valves & Components, Delhi
- M/s Sarin industries Ltd., Delhi
- M/s. Mehta Brothers & Co., Mumbai (Jinan Mech Brand)
- M/s. Jupiter Metal Industries Ltd.

Copper FITTINGS

- M/s Jay Banas Metals Pvt. Ltd., Gandhinagar
- M/s Mehta Tubes Ltd., Mumbai
- M/s Rajco Metal Industries Pvt. Ltd., Mumbai

Brass Fittings

- M/s. Chandan Enterprises, Mumbai
- M/s. Greenglobe Fuel Solutions, Mumbai
- M/s. NSSL Ltd., Mumbai
- M/s. Umesh Enterprises, Mumbai
- M/s. Paras Industries, Jamnagar

OR, any other vendors approved by MNGL time to time.

35 **Reconciliation of materials**: On completion of the work or on requirement of MNGL, Contractor shall submit an "Material Appropriation Statement" against material issued by Owner, retrieved from customers premises in the proforma prescribed by the Engineer-in-charge.

Waste materials part lengths of pipes and other partly used items are the property of MNGL and must be returned to the MNGL store on his cost with the appreciate documentation, so that they can be considered as part of the material reconciliation.

Item	Unaccountable	Accountable-Scrap
Gas Meters	0%	0%
Regulators	0%	0%
GI Service Pipes	1%	1% (less than 0.5 mtrs)
Cu Pipes	1%	1% (less than 0.3 mtrs)

All unused, scrap materials, retrieved form customer and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner's designated store yard(s).

In case the Contractor fails to do so/ or exceeds the limits of allowances specified above for scrap/ serviceable materials, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. **125% of landed cost** at the time of bill/ closing of contract by Engineer-in-charge shall be effected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner. Contractor shall be responsible for the adjustment/ weighment / measurement of the surplus materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of serviceable and scrap materials.

36 **Health Safety and Environment (HSE) Management:**

After the award of the contract, detailed Health, Safety and Environment (HSE) programmed to be followed for execution of contract under various divisions of works will be mutually discussed and agreed between Contractor, Client & PMC.

The Contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.

The Contractor shall adhere to the Health, Safety and Environment (HSE) management system as per MNGL Specification and General Conditions of Contract.

It will be the Contractor's responsibility to acquaint his site staff and operatives of all current safety legislation, statutory requirements and MNGL's safety standards. In addition, and before any work takes place all the Contractor's operatives shall be given training in site safety by the trained person under supervision of MNGL. If the Contractor wishes to start any new operatives on site, he must first inform the SE, who will arrange for such training to be arranged.

37 **Service Level Agreement (SLA)** for Disconnection & Reconnection of Defaulter Customers. Disconnection contractor is required to either recover due amount (1st priority) or disconnect gas supply and reconnection to resume the gas supply within given timeline to avoid any penalty.

SR NO	ACTIVITY	Max allowed period to complete (in days)
1	Disconnection OR Recovery	15 Days - from the cases given to the contractor.
3	Reconnection	15 Days - from the cases given to the contractor.
4	Retention of material removed from customer premises	From the date of actual disconnection.
5	Material returned to MNGL Store	**45 Days** - from the completion of Retention period.

38 **Penalty & others:** Contractor must disconnect, recovery, re-connect the case as per SLA and must follow the contract terms and conditions. In case of non-performing the disconnection/re-connection or not following the contract requirements etc. following penalty will be applicable:

Sr No	Description	Penalty
1	**Disconnection or Recovery:**	
a	Within 0 to 15 days	NIL
b	After 15 Days	30% of disconnection SOR
d	Non-performing the disconnection or recovery	100% of disconnection SOR
e	Not performing disconnection from MCV-I within 45 days (in case prior disconnection is done from MCV-II)	50% of disconnection SOR
2	Wrong Disconnection Cases	Rs. 5,000 per case
3	**Reconnection:**	
a	Within 0 to 15 days	NIL
b	After 15 days	50% of Re-connection SOR
c	Non-performing the Reconnection	2 times Re-connection SOR
3	In case it is found that the customer is using PNG and the contractor has not reported, giving false information, found involved in unauthorize/ illegal restoration of gas supply etc.	Rs. 5,000 per case
4	During site visit, if any manpower found without proper uniform, valid ID card, STC etc.	Rs. 300 per case

	or contractor fails to provide required Documents/ QSR etc. in given timeline, non-availability of the contractual compliances like-safety, legal, law, acts etc.	
5	Unethical work & behavior etc. at site	Rs. 5,000 per case
6	Penalty against non-submission of recovered Domestic meter and regulator, the additional penalty is applicable.	Rs. 5000 each

SECTION – III
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