



## **MAHARASHTRA NATURAL GAS LTD.**

(A JV of GAIL (India) Ltd. & BPCL)

CNG & CITY GAS DISTRIBUTION PROJECT

### **BID DOCUMENT FOR**

**Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport & Filling of Odorant (TBM-80% & MES-20%) for odorization of Natural Gas for MNGL's Pune GA.**

**UNDER OPEN DOMESTIC COMPETITIVE BIDDING**

**Bid Doc. No.: MNGL/CP/2023-24/06 dated 17.04.2023**

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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## PART - A

### 1.0 INVITATION FOR BIDS (IFB)


**BID DOCUMENT NO.: MNGL/CP/2023-24/06**

Date: 17.04.2023

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

### 1.0 TENDER INFORMATION

Tender Document Number	MNGL/CP/2023-24/06 dated 17.04.2023
ITEM(S)	Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport & Filling of Odorant (TBM-80% & MES-20%) for odorization of Natural Gas for MNGL's Pune GA.
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Scope of Work of tender document
EARNEST MONEY/ BIDSECURITY	Rs. 2,00,000/- (Rupees Two Lakhs Only) in the form of Demand Draft/BG to be in favor of "Maharashtra Natural Gas Ltd." payable at Pune.  Account Details for NEFT / RTGS for EMD: Name of the Beneficiary: M/s Maharashtra Natural Gas Limited Name of the Bank & Address: State Bank of India Branch: Industrial Finance Branch, "Tara Chambers", Pune-Mumbai Road, Wakadewadi, Pune-411 003 A/c No.: 35310073625 IFSC Code: SBIN0008966
BID SECURITY VALIDITY	6 (Six) months from the bid due date
TENDER FEE ((Non-refundable)	Not applicable
BID VALIDITY	4 (Four) months from the bid due date
Pre-bid meeting date and time	24.04.2023 at 11.00 Hrs. IST  VC Link: <a href="https://meet.google.com/tp-mpck-yvd">https://meet.google.com/tp-mpck-yvd</a>
Bid submission due date and time	08.05.2023 till 15:00 Hrs. IST
Bid Submission at	<a href="https://etenders.gov.in">https://etenders.gov.in</a>
Techno-commercial bid opening date and time	09.05.2023 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	Chief Manager (C&P) C&P Department, M/s. Maharashtra Natural Gas Ltd., Pride Purple Coronet, 2 <sup>nd</sup> Floor, Baner Road, Baner,

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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	Pune – 411045
Contact details	Telephone: +91 (20) 25611000 / 1156 / 1153 Email: <a href="mailto:gasaid@mngl.in">gasaid@mngl.in</a> / <a href="mailto:akshay.girme@mngl.in">akshay.girme@mngl.in</a>
BIDDER ELIGIBILITY CRITERIA & BID EVALUATION CRITERIA	As per Annexure – I to IFB

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

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

## 2.0 BIDDING PROCEDURE

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

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

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

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

## 3.0 DOWNLOADING OF TENDER DOCUMENT

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

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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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, 2<sup>nd</sup> 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.

 <p><b>MAHARASHTRA NATURAL GAS LTD.</b></p>	<p><b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b></p> <p><b>Bid No.: MNGL/CP/2023-24/06</b></p>
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**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), 3% of Annualize 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.

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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- xiii) Bidder have been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).
- xiv) Bidder is under liquidation.
- xv) Bids not conforming to technical specification/requirements.
- xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xvii) Price Reduction Schedule.

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


**THIS IS NOT AN ORDER**

Yours faithfully,  
for Maharashtra Natural Gas Limited, Pune

Ganesh Said  
Chief Manager (C&P)

Note:

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

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## ANNEXURE-I to IFB

### 0.0 INTRODUCTION

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

### 1.0 BRIEF PROJECT DETAILS

This tender deals with Rate Contract for the period of 01 (One) years for Procurement, Transport & Filling of Odorant (TBM-80% & MES-20%) for odorization of Natural Gas for MNGL's Pune GA.

### 2.0 Bidder's Eligibility Criteria:

Keeping in view for Rate Contract for the period of 01 (One) year for Procurement, Transport & Filling of Odorant (TBM-80% & MES-20%) for odorization of Natural Gas for MNGL's Pune GA and ordering to an agency on the overall least-cost basis, the following BEC is proposed:

#### A) TECHNICAL:

The bidder must have executed/completed job(s) having order value(s) of minimum Rs. 50 Lakhs in a single or two work order(s) for Supply & Filling of Odorant for odorizing of Natural Gas in preceding 5 (Five) years reckoned from the final bid due date.

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

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

#### B) FINANCIAL:

##### B.1 Turnover:

The bidder should have achieved a minimum annual turnover of Rs. 50 Lakhs in any one of the last 3 (Three) audited financial years i.e. 2020-21, 2021-22 & 2022-23.

##### B.2 Net worth:

Net worth must be positive as per last audited financial statement i.e. for the financial year 2022-23.



 <p><b>MAHARASHTRA NATURAL GAS LTD.</b></p>	<p><b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b></p> <p><b>Bid No.: MNGL/CP/2023-24/06</b></p>
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### **B.3 Working Capital:**

The bidder should have a minimum working capital of Rs. 10 Lakhs as per latest audited balance sheet i.e. for the year 2022-23.

If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, having net worth not less than Rs.100 crores, confirming the availability of line of credit to cover the inadequacy of the previous year and meet the current working capital requirement.

Bidder must submit documentary evidence such as balance sheet & Profit & Loss A/c Statement for last three audited financial years i.e. 2020-21, 2021-22 & 2022-23 in support of the above.

If the audited financial results of the immediately preceding financial year i.e. 2022-23 is not available, then the audited financial results of the year immediately prior to 2022-23 i.e. 2021-22 shall be considered for calculation of Net Worth and Working Capital and audited Financial Results of the year 2019-20, 2020-21 & 2021-22 shall be considered for calculation of Annual Turnover as specified at Cl. B of BEC-Financial Criteria.

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

### **3.0 Bidding Philosophy & Evaluation and Award of Work:**

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

In case of a tie for the L-1 bidder, the order shall be placed on the bidder having the highest turnover during the preceding 3 Financial Years i.e. 2020-21, 2021-22 & 2022-23.

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**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

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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**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.

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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## 2.0 ACKNOWLEDGEMENT CUM CONSENT LETTER

### ACKNOWLEDGEMENT CUM CONSENT LETTER

To,  
**M/s. Maharashtra Natural Gas Ltd.,**  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner,  
Pune – 411045  
Ph. No.: 91-20-25611000  
E-mail : [gasaid@mngl.in](mailto:gasaid@mngl.in)

Kind attn. Ganesh Said, Chief 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. Maharashtra Natural Gas 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) We are hereby returning the bid document as we are unable to bid for the reasons given below.

Reasons for non-submission of Bid:

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 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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COMPANY'S NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

NAME : \_\_\_\_\_

DESIGNATION : \_\_\_\_\_

DATE : \_\_\_\_\_

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

\_\_\_\_\_  
(SIGNATURE OF BIDDER)

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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### 3.0 SUBMISSION OF BID

#### SUBMISSION OF BID

From:

M/s.

To,  
**M/s. Maharashtra Natural Gas Ltd.,**  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner,  
Pune – 411045  
Ph. No.: 91-20-25611000

1. I/We hereby, Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport & Filling of Odorant (TBM-80% & MES-20%) for odorization of Natural Gas for MNGL's 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.

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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**MEMORANDUM**

- (a) General Description of Work \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- (b) Contract Performance Bank 3% of the ANNUALIZE CONTRACT VALUE which will be paid Guarantee (CPBG) 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. 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 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 \_\_\_\_\_ 2023


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).

 <p><b>MAHARASHTRA NATURAL GAS LTD.</b></p>	<p><b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b></p> <p><b>Bid No.: MNGL/CP/2023-24/06</b></p>
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## PART - B

### 1.0 INSTRUCTION TO BIDDERS (ITB)

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 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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- F. Award of Contract
36. Award
  37. Employer's Right to accept any bid and to reject any or all Bids
  38. Notification of Award
  39. Signing of Agreement
  40. Contract Performance Security
  41. Corrupt or Fraudulent Practices
  42. PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA.

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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## INSTRUCTIONS TO BIDDERS

### INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://etenders.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.

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#### **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 Favorite' 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.**

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- (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,**

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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 offer / tender submitted.

- (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” in 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.

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](mailto:support-eproc@nic.in)

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**A. GENERAL**

**1. Scope of Bid**

- 1.1 The Employer, as defined in the General Conditions of Contract, hereinafter "the Employer", wishes to receive bids for the Work as described in bidding document.
- 1.2 The successful bidder will be expected to complete the Works within the period stated in Special Conditions of Contract.
- 1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/ tenderer", "bid tendered", "bidding/ tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

**2. Eligible Bidders**

- 2.1 Bidders shall, as part of their bid, submit duly executed power of attorney authorizing the signatory of the bid to bind the bidder.
- 2.2 This invitation for bid is open to any bidder.
- 2.3 A bidder shall not be affiliated with a firm or entity
  - (i) that has provided consulting services related-to the Works to the Employer during the preparatory stages of the Works or of the Project of which the Works form a part, or
  - (ii) that has been hired (or is proposed to be hired) by the Employer as Engineer/ Consultant for the contract.
- 2.4 The bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices as defined in ITB.
- 2.5 While evaluating the bids, pursuant to bid evaluation criteria in Global Notice of IFB, bidders and / or his sub-contractors past performance shall be assessed for ascertaining the responsiveness of the bid. In such case the decision of employer / consultant shall be final and binding on the bidder.
- 2.6 The bidder is not put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).


**3. Bid Evaluation Criteria:**

**3.1 Technical**

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

**3.2 Financial - As per Annexure – I of IFB**

- 3.3 Bidder shall not be affiliated with a firm or entity, (i) that has provided consulting services related to Works to Employer during preparatory stages of

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Works or of the Project of which the Works form a part, or (ii) that has been hired (or is proposed to be hired) by Employer as Engineer/ Consultant for the contract.

- 3.4 Bidder shall meet the technical, as well as commercial qualification criteria as stated above. Bidder shall furnish necessary documentary evidence such as LOA Copy/ Audited Financial Statement along with the bid, to justify meeting the stipulated qualification criteria. In absence of requisite documents, MNGL reserve the right to reject the bid without making any reference to the bidder.

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

**5. One Bid per Bidder**

- 5.1 A firm shall submit only one bid in the same bidding process. No firm can be a subcontractor while submitting a bid individually in the same bidding process. A firm, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity. 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.

**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. Deleted**


**B. BIDDING DOCUMENTS**

**8. Content of Bidding Document**

- 8.1 The Bidding Documents/ Tender Documents should be read in conjunction with any addenda issued in accordance with ITB Clause 10.
- 8.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Invitation for Bids (IFB) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid.

**9. Clarification of Bidding Documents**

- 9.1 A prospective bidder requiring any clarification(s) of the Bidding Documents may notify MNGL in writing or by fax or e-mail at MNGL's mailing address indicated in the Invitation for Bids not later than 7 days prior to the deadline. MNGL may, if deem appropriate, respond in writing to the request for

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clarification. Written copies of MNGL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Employer, seven days prior to the bid due date, the same is liable to be considered as no clarification/information required.

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

#### **10. Amendment of Bidding Documents**

- 10.1 At any time prior to the bid due date, MNGL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.
- 10.2 The amendment will be notified in writing or by fax or e-mail to all prospective bidders, at the address, fax numbers, e-mail id provided by the bidder, who have received the Bidding Documents and will be binding on them.
- 10.3 In order to afford prospective bidders, reasonable time in which to take the amendment into account in preparing their bids, MNGL may, at its discretion, extend the bid due date.

#### **C. PREPARATION OF BIDS**

##### **11. Language of Bid**

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

##### **12. Documents Comprising the Bid**

- 12.1 The bid prepared by the bidder shall comprise the following components:
- 12.2 Envelope -1: Super scribing Techno-Commercial Un-priced Bids (PART-I) (To be submitted / uploaded on e-portal)

Part-I: Techno-commercial un-priced Bid (to be furnished in one original) and shall contain the following (To be submitted / uploaded on e-portal):

- i) Bidder's general/ details information as per format F-1.



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- ii) 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.
- iii) Specific experience, annual turnover and equipment deployment details as called for in qualifying requirements.
- iv) A Bid Form as per format F-2.
- v) A confirmation that prices in requisite formats, strictly complying with the requirement, with prices blanked out, are in envelope number II "Price Bid".
- vi) Copy of Bid security in accordance with Clause 5A of 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
- vii) Confirmation of no deviation as per Format F-6.
- viii) PF Registration
- ix) ESI Registration
- x) GST Registration
- xi) Valid License, issued by Regional Labour Commissioner, Govt of India

Note: All pages of the bid to be signed and sealed by authorized person of the bidder.

**12.3 Envelope-II: Super scribing "Price Bid- Not to Open with Techno-Commercial Un-priced Bid" - PART-II (To be submitted / uploaded on e-portal)**

**Part-II - Price Bid (To be submitted / uploaded on e-portal)**

- i) Part-B shall contain one original of Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page super scribing on the sealed envelope "Price — Do Not Open". In case of any correction, the bidders shall put his signature and his stamp.


**12.4 Envelope-III: Super scribing "EMD/Bid Security" - PART-III (To be submitted / uploaded on e-portal)**

**Part-III – EMD / Bid Security (To be submitted / uploaded on e-portal)**

- i) Part-III shall contain one original of EMD / Bid Security in the form of DD / BG in favour of Maharashtra natural Gas Ltd., Pune, in separate sealed envelopes duly signed and stamped on each page super scribing on the sealed envelope "EMD / Bid Security".

**13. Bid Prices**

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

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13.2 Prices must be filled in format for 'Schedule of Rates' enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the bid is liable to be rejected.

13.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document.

13.4 All taxes and duties shall be indicated.

13.5 Alternative bids shall not be considered.

#### 14. **Bid Currencies – VOID**

#### 15. **Bid Validity**

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

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

#### 16. **Bid Security**

16.1 Pursuant to Clause-5A, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids (IFB).


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

16.3 The bid security in Indian Rupees for bidders quoting in Indian currency shall be in the form of a Bank Draft/ Banker's Cheque/ Bank Guarantee.


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

In case Bid Security is in the form of a Bank Guarantee, the same shall be from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder and from any reputed international bank or Indian scheduled bank in case of foreign bidder. Bid Security shall be valid for 2 months beyond the validity of the Bid.

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

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- 16.5 Unsuccessful bidder's bid security will be discharged/ returned as promptly as possible after award of contract and signing of agreement.
- 16.6 The successful bidder's bid security will be discharged upon the bidder's accepting the award & signing the Agreement, pursuant to Clause-39 and furnishing the Contract Performance Security pursuant to Clause-40.
- 16.7 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bid validity.
  - b) in the case of a successful bidder, if the bidder fails:
    - i) to accept the Notification of Award / Fax of Intent (FOI) / Service Order (SO) or
    - ii) to furnish Contract Performance Security in accordance with Clause-40.
    - iii) to accept arithmetical corrections,
- 16.8 Bid Security should be in favour of Maharashtra Natural Gas Limited and addressed to MNGL. In case Bid Security is in the form of Bank Guarantee, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee).
- 16.9 The Indian / Domestic firms registered with NSIC / MSME, under its single point registration scheme are exempted from furnishing Tender Fee & Bid Security, provided they are registered for the items / work they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.**
- 17. Pre-Bid Meeting – As per Clause VI of IFB**
- 17.1 The bidder(s) or his designated representative, who have purchased bid document, are invited to attend a pre-bid meeting which will take place as indicated in IFB
- 17.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay (without identifying the sources of the question) to all purchasers of the bidding documents. Any modification of the bidding documents listed in ITB Sub-Clause 8.1 that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 17.4 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

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## 18. **Format and Signing of Bid**

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

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

## 19. **Zero Deviation**

19.1 Bidders shall note that if any deviations 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), 3% of Annualized Contract/Order value
- iv) Delivery Period
- v) Terms of Payment
- vi) Force Majeure
- vii) Resolution of Dispute/Arbitration
- viii) Termination of Contract,
- ix) Warranty and Guarantee
- x) Offer not submitted for complete scope of work
- xi) Firm prices
- xii) Prices not quoted as per Schedule of Rates formats.
- xiii) Bidder have been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).
- xiv) Bidder is under liquidation.
- xv) Bidder is under litigation which owner's considers a disqualification.
- xvi) Bids not conforming to technical specification/requirements.
- xvii) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xviii) 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**

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#### **D. SUBMISSION OF BIDS**

##### **22. Sealing and Marking of Bids**

22.1 Bid shall be submitted in the following manner in separately sealed envelopes duly super scribed as below:

Part-I - Techno-commercial/ unpriced Bid (To be submitted / uploaded on e-portal)

Part-II - Priced Bid (To be submitted / uploaded on e-portal)

Part III - Original Bid Security (To be submitted / uploaded on e-portal)

22.2 Part-I shall contain original of UNPRICED BID complete with all technical and commercial details other than price (with prices blanked out and copy of bid security). The unpriced bid shall be enclosed in separately sealed envelopes duly marked and addressed to the Employer. The envelope shall also indicate the name of the bidder.

22.3 Part-II - PRICED BID shall be submitted in one original with duly filled in Price schedule sealed in a separate envelope duly marked and addressed to the Employer.

22.4 Part-III - BID SECURITY/Tender Fees in original shall be submitted sealed in a separate envelope duly marked and addressed to the Employer.

22.5 The three envelopes containing PART-I, PART-II and PART-III should be enclosed in a larger envelope duly sealed and marked and also bear the name and address of the Bidder and Tender No.


22.6 If the outer envelope is not sealed and marked properly, MNGL will assume no responsibility for the Bid's misplacement or premature opening.

22.7 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected.

##### **23. Deadline for Submission of Bids**

23.1 Bids must be received by MNGL at the address specified in the Invitation for Bids (IFB) not later than the date and time stipulated in the IFB.

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

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**24. Late Bids**

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

**25. Modification and Withdrawal of Bids**

- 25.1 The bidder may modify or withdraw his bid after the bid submission but before the due date for submission, provided that written notice of the modification/withdrawal is received by MNGL prior to the deadline for submission of bids.
- 25.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.
- 25.3 No bid shall be modified after the deadline for submission of bids.
- 25.4 No bid shall be allowed to 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. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to Sub-Clause 16.7.

**E. BID OPENING AND EVALUATION**


**26. Bid Opening**

**26.1 Unpriced Bid Opening (Part –I & Part – III)**

MNGL will open bids, including withdrawals and modifications made pursuant to Clause 25, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the IFB. The bidders' representatives, who are present, shall sign a bid opening register evidencing their attendance.

**26.2 Priced Bid Opening (Part –II)**

- 26.2.1 MNGL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening. The bidders' representatives, who are present, shall sign a register evidencing their attendance.
- 26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be returned unopened after opening of the price bids of techno-commercially responsive bidders.

 <p><b>MAHARASHTRA NATURAL GAS LTD.</b></p>	<p><b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b></p> <p><b>Bid No.: MNGL/CP/2023-24/06</b></p>
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**27. Process to be Confidential**

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

**28. Contacting the Employer**

- 28.1 From the time of bid opening to the time of Contract award, if any bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing.
- 28.2 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.


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

- 29.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid:
- a) meets the Bid Evaluation Criteria.
  - b) has been properly signed.
  - c) is accompanied by the required securities.
  - d) is substantially responsive to the requirements of the bidding documents; and
  - e) provides any clarification and/ or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 29.2.
- 29.2 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents without material deviations or reservations. A material deviation or reservation is one
- a) that affects in any substantial way the scope, quality, or performance of the Works.
  - b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
  - c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 29.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**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:



 <p><b>MAHARASHTRA NATURAL GAS LTD.</b></p>	<p><b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b></p> <p><b>Bid No.: MNGL/CP/2023-24/06</b></p>
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- a) where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
  - b) where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.
31. **Conversion to Single Currency for Comparison of Bids – Not applicable**
32. **Evaluation and Comparison of Bids**
  - 32.1 The evaluation and comparison of bids will be done as per the provisions of the bid evaluation criteria on overall basis.
33. **Preference for Domestic Bidders - VOID**
34. **Purchase Preference - VOID**
35. **Compensation for extended stay - Not Applicable**
- F. AWARD OF CONTRACT**
36. **Award**
  - 36.1 Subject to Clause 29, MNGL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the contract.
37. **Employer's Right to Accept Any Bid and to reject any or all Bids**
  - 37.1 MNGL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for MNGL'S ACTION.
38. **Notification of Award**
  - 38.1 Prior to the expiration of period of bid validity MNGL will notify the successful bidder in writing by fax, cable or telex to be confirmed in writing, that his bid has been accepted. The notification of award/ Fax of Intent / Service Order will constitute the formation of the Contract.



 <p><b>MAHARASHTRA NATURAL GAS LTD.</b></p>	<p><b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b></p> <p><b>Bid No.: MNGL/CP/2023-24/06</b></p>
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- 38.2 Delivery / completion period shall be counted from the date of notification of award / Fax of Intent / Service Order.

The notification of award will constitute the formation of a Contract, until the Contract has been affected 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/ Fax of Intent / Service Order from MNGL, the successful bidder shall furnish the contract performance security 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 and shall be in the currency of the Contract.

- 40.2 The contract performance security shall be for an amount equal to 3% of the annualized contract value of the contract towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee/ DD 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 3 months beyond the completion period of the contract.**

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

 <p><b>MAHARASHTRA NATURAL GAS LTD.</b></p>	<p><b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b></p> <p><b>Bid No.: MNGL/CP/2023-24/06</b></p>
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#### **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

 <p><b>MAHARASHTRA NATURAL GAS LTD.</b></p>	<p><b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b></p> <p><b>Bid No.: MNGL/CP/2023-24/06</b></p>
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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:
- An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

- 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:

- "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
  - "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
- 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.
  - 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.

 <p><b>MAHARASHTRA NATURAL GAS LTD.</b></p>	<p><b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b></p> <p><b>Bid No.: MNGL/CP/2023-24/06</b></p>
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- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- VI. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
- VII. The Successful bidder shall not be allowed to subcontract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VIII. SUBMISSION OF CERTIFICATE IN BIDS: Bidder shall submit a certificate in this regard as Format F-18. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
- IX. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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## 2.0 ANNEXURE TO INSTRUCTIONS TO BIDDERS (ITB)

### CONTENTS

Sl. No.	Description
1)	Annexure -I : List of Formats
2)	Annexure -II : Commercial Questionnaire (CQ)
3)	Annexure-III : Check List

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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**LIST OF FORMATS**  
{Annexure – I TO Instruction to Bidder (ITB)}

**CONTENT**

<b>Sl. No.</b>	<b>Description</b>
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 : Proforma for Bank Guarantee for EMD / Bid Security Instruction for Furnishing Bid Guarantee / Bank Guarantee
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
13)	Format for Tender acceptance letter
14)	Undertaking for Land Border

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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**F-1**

**BIDDER'S GENERAL INFORMATION**

To,  
M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> 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) (Tele. No.)
- 1.6 E-mail address & Web Site : \_\_\_\_\_
- 1.7 Telefax Number : \_\_\_\_\_  
(Country Code) (Area Code) (Tele. No.)
- 1.8 ISO Certification, if any : {If yes, please furnish details}

\_\_\_\_\_  
**(SIGNATURE OF BIDDER WITH SEAL)**

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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**F-1A**

**DETAILED INFORMATION ABOUT BIDDERS**

1. IN CASE OF INDIVIDUAL
  - 1.1 Name of Business
  - 1.2 Whether his business is registered
  - 1.3 Date of commencement of business
  - 1.4 Whether he pays Income Tax over Rs.10,000/- per year
2. IN CASE OF PARTNERSHIP
  - 2.1 Name of Partners
  - 2.2 Whether the partnership is registered
  - 2.3 Date of establishment of firm
  - 2.4 If each of partners of the firm pays Income Tax over Rs.10,000/- per year and if so, which of them pays the same.
3. IN CASE OF LIMITED LIABILITY COMPANY OR COMPANY LIMITED BY GUARANTEE
  - 3.1 Amount of paid-up capital
  - 3.2 Name of Directors
  - 3.3 Date of Registration of Company
  - 3.4 Copies of the balance sheet of the company of the last three years.

**(SEAL AND SIGNATURE OF BIDDER)**



 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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**F-2**

**BID FORM**

To,  
M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner,  
Pune - 411045

Dear Sir,

After examining/ reviewing the Bidding Documents for Rate Contract for the period of 01 (One) years for Procurement, Transport & Filling of Odorant (TBM-80% & MES-20%) for odorization of Natural Gas for MNGL's Pune GA. 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 Rate Contract for the period of 01 (One) years for Procurement, Transport & Filling of Odorant (TBM-80% & MES-20%) for odorization of Natural Gas for MNGL's Pune GA. 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 **3% (Three Percent) of the Annualized Contract Value**, for the due performance with in fifteen days of such award.

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

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

  <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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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:

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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**F-3**

**LIST OF ENCLOSURES**

To,  
M/s. Maharashtra Natural Gas Ltd.,  
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. 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)**

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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**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**

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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**F-4**

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY**

(To be stamped in accordance with the Stamp Act)

Ref: .....

Bank Guarantee No. ....

Date .....

To,  
M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> 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 \_\_\_\_\_ 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.

  <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 at \_\_\_\_\_.

WITNESS:

(SIGNATURE)  
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)  
(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. \_\_\_\_\_

Date: \_\_\_\_\_

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

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bid Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee/ all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.
5. Bidders must indicate the full postal address of the bank along with the bank's E-mail/ Fax. from where the earnest money bond has been issued.

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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F-5

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

No.:

Date:

To,  
M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> 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.

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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**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



 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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**F-7  
CERTIFICATE**

To,  
M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> 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.'

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**(SEAL AND SIGNATURE OF BIDDER)**

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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**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: 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.

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**(SEAL AND SIGNATURE OF BIDDER)**

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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**F-9**

**PRESENT COMMITMENTS OF THE BIDDER**

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

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

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**(SEAL AND SIGNATURE OF BIDDER)**

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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**F-10**

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE  
SECURITY  
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

To,  
M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner,  
Pune - 411045

Dear Sir,

M/s \_\_\_\_\_ have been awarded the work of \_\_\_\_\_ for Maharashtra Natural Gas Limited, PUNE vide Letter of Award 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 \_\_\_\_\_)

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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\_\_\_\_\_ ) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s \_\_\_\_\_ and/ or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s \_\_\_\_\_ on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Pune or High Court of Mumbai.
7. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated \_\_\_\_\_ granted to him by the Bank.

Yours faithfully,

\_\_\_\_\_ Bank

By its Constituted  
Attorney

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

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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**FORMAT FOR TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,  
M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner,  
Pune - 411045

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: \_\_\_\_\_

Dear Sir / Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the 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 put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

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

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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### UNDERTAKING OF LAND-BORDER ON LETTERHEAD

To,  
M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> 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: {Signature of Authorised Signatory of Bidder}  
Date: Name:  
Designation:  
Seal:

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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**COMMERCIAL QUESTIONNAIRE (CQ)**  
{Annexure – II to Instruction to Bidder (ITB)}

Note:

- 1) The Bidder shall submit reply to each query.
- 2) The bidder's reply/ confirmation as furnished in the 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) months from the last date of submission of Bid.	
2.	Confirm that all details in unpriced part have been submitted in 1 Original. Bidding Document and drawings, signed and stamped on each page shall be submitted in original.	
3.	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).	
4.	Confirm that price has been submitted in 1 ORIGINAL only in a separately sealed envelope super scribing "PRICE PART"	
5.	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.	
6.	Confirm that deviation/ terms & conditions are not mentioned in the price part. In case any terms and condition are mentioned in the price part, the same shall be treated as null and void.	
7.	Confirm that correction fluid is not used in the price part. (In case of any correction, the same shall be signed and stamped by authorized signatory).	
8.	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.	
9.	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
10.	Confirm your acceptance for 'Scope of Work' as mentioned in Bidding Document.	
11.	Confirm your compliance to critical stipulations of tender document as mentioned below:	
i	Contract Performance Security	
ii	Schedule of Rates	



 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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iii	Arbitration	
iv	Termination	
v	Terms of Payment	
vii	Price Reduction Schedule as mentioned in bidding document	
12.	Confirm your acceptance for 'Time Schedule' as mentioned in Bidding Document.	
13.	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.	
14.	Confirm that you have proposed adequate project/ site organization with qualified supervisory personnel having requisite experience	
15.	<b>Declaration by Bidder</b> a) Confirm acceptance in toto of the Terms & Conditions contained in the bid document. Deviation, if any, have been listed in 'Exception & Deviation' format. b) Confirm that all the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted and confirmed that Terms & Conditions indicated elsewhere including any Printed Terms & Conditions, shall not be considered by Owner. c) Confirm that any of the Directors of bidder is not a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director. d) Confirm that you have not been banned or delisted by any Government or Quasi-Government agencies or Public Sector Undertaking. If you have been banned delisted, then this fact must be clearly stated. e) Confirm that bidder is not under litigation including arbitration for 20 years i) If answer is No than confirm that complete details of litigation and / or arbitration have been furnished in the offer.	
	Note: Please note that Schedule of Rates/ Prices embodied in the Bidding Document is deemed to include all activities of work specified under Scope of Work, Scope of Supply, technical specifications, Conditions of Contract, drawings or any other document forming part of Bidding Document, irrespective of whether such activities of work are specified in the Schedule of Rates/ Prices or not.	

**(STAMP & SIGNATURE OF BIDDER)**

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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### CHECK LIST

{Annexure – III 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 xerox 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>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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(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) Goods & Service Tax Registration Certificate

Submitted

GST Registration No. \_\_\_\_\_

(B.6) Power of Attorney in favour of the person who has signed the bid on stamp paper of appropriate value

Submitted

(B.7) Partnership Deed in case of partnership firm and Article of Association in case of limited company

Submitted

(B.8) 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

(C.2) Reply to commercial questionnaire, technical questionnaire with Bidder's reply/ confirmation for each

Submitted

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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(D) **REGARDING TECHNICAL DETAILS**

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

Submitted

☐

Not Applicable

☐

(E) **CONFIRM THE FOLLOWING REGARDING OVERALL BID DOCUMENT**

(E.1) All pages of the bid have been page numbered in sequential manner

YES

☐

(E.2) The bid has been submitted in requisite number of copies as specified in Instructions to Bidders

YES

☐

(E.3) Original copy of Bidding Document & Drawings along with Addendum, if any, has been submitted along with offer, duly signed and stamped on each page

YES

☐

(E.4) **Prices in ONE ORIGINAL only** have been submitted in a separately sealed envelope with price part

YES

☐


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**(STAMP & SIGNATURE OF BIDDER)**

 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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## PART - C

### GENERAL CONDITIONS OF CONTRACT (GCC-WORKS)

#### 1. DEFINITIONS OF TERMS:

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

- 1) The OWNER/COMPANY/PRINCIPAL EMPLOYER/MNGL mean MAHARASHTRA NATURAL GAS LIMITED having its Registered & Corporate office at Plot No. 27, 1<sup>st</sup> Floor, Narveer Tanajiwadi PMPML Bus Depot Commercial Building, Shivajinagar, Pune - 411005 and includes its successors and assigns.
- 2) The "CONTRACTOR" means the person or the persons, firm or company or Corporation whose tender has been accepted by the OWNER and includes the CONTRACTOR'S legal Representatives his successors and permitted assigns.
- 3) The "Officer-in-charge / Engineer-in-charge" shall mean the person/ persons designated from time to time by the MNGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 4) The "WORK" shall mean and include all items and things to be supplied/done and services activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
- 5) "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 6) The "SUBCONTRACTOR- means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the Officer-in-charge, and the legal representatives, successors and permitted assigns of such person, firm or company.
- 7) The "CONTRACT" shall mean the Agreement between the OWNER and the CONTRACTOR for the execution of the works including therein all contract documents.
- 8) The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the OWNER.


 <b>MAHARASHTRA NATURAL GAS LTD.</b>	<b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b>  <b>Bid No.: MNGL/CP/2023-24/06</b>
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- 9) The "ALTERATION ORDER" means an order given in writing by the Officer-in-charge to effect additions to or deletions from and alteration in the works.
  - 10) The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the OWNER.
  - 11) "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally) or otherwise proved to have been received by the addressee by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
  - 12) "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
  - 13) "FAX/LETTER OF INTENT/SERVICE ORDER" shall mean an intimation by a FAX/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
  - 14) "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
  - 15) "WORKING DAY" means any day which is not declared to be holiday or rest day by the OWNER.
  - 16) "WEEK" means a period of any consecutive seven days.
  - 17) "VALUE OF CONTRACT" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work.
2. The contractor hereby confirms that he has already inspected the work site has clearly assessed the nature and extent of work and the conditions under which it will be carried out.
  3. Contractor hereby agrees to provide services and necessary supervision to carry out the work set down in the Schedule of works which forms part of this contract in accordance with the conditions of contract laid down in this part of the contract read in conjunction with specific instructions given in part of this contract by utilizing the materials / services if any, agreed to be given by the Company and listed in Annexure. The contractor has to provide necessary services to carry out the work. The work executed shall be to the satisfaction of MNGL, and contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary and for its completion in an efficient and workman like manner.

 <p><b>MAHARASHTRA NATURAL GAS LTD.</b></p>	<p><b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b></p> <p><b>Bid No.: MNGL/CP/2023-24/06</b></p>
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4. The rates agreed herein shall remain firm till the expiry of the contract and extended period. The contractor shall not be entitled to any increase or revision (except Statutory) or any other right or claim whatsoever by way of representation, explanation or statement or elect to have been given away by any employee representation or any undertaking or promise given or elect to have been given by any employee of the company or due to contractor's own ignorance or on account of any difficulties or hardship faced by him. His rates are all inclusive. However, GST as imposed by State / Central Govt. if applicable, shall be payable by MNGL at actual subject to submission of GST regn. No.
5. All persons deployed by the contractor shall be on his pay roll and should pay wages, PF contribution and Bonus as prescribed by Govt. and the company have no liability whatsoever in this regard. The persons deployed by the contractor shall remain under his control, supervision & discipline. The CONTRACTOR shall have the power to transfer, re-deploy and terminate their services. The CONTRACTOR shall regularly make full payment of wages and salaries not less than the minimum wages, as applicable to the persons engaged by him as required by him under the law.
6. No part of the contract nor any share of interest therein shall in any manner or degree be transferred / assigned or sublet by the contractor directly or indirectly to any persons, firm or corporation whatsoever.
7. The Contractor shall be responsible for providing proper services and exercise control over persons deployed by him. He shall also be bound to prohibit and present his employee from taking any direct and indirect interest and/or support, assist, maintain, or help from any person or persons engaged in any anti-social activities demonstrations riots or agitation, which may in any way be detrimental or prejudicial to the inter- land / properties in the neighborhood. In the event of any such actions by his persons or persons, contractor shall be fully and exclusively responsible therefore and shall keep the company harmless and indemnified from any consequential claims, actions, suits, proceedings, losses, or damages on any ground whatsoever.
8. All persons of the contractor entering on work premises shall be properly and neatly dressed and wear badges/ Identity cards while working on premises of the company including work site. The contractor shall provide safety shoes, uniform as desired by MNGL.
9. In case of the company considers presence of any of the persons of the contractor undesirable for whatever reasons including integrity, conduct, competence, 24 hours' notice in writing will be given by company to the contractor on receipt of the said notice, such a person will not be reemployed without express and written authorization of MNGL.
10. Any failure on part of the COMPANY at any time to enforce the strict observance of the performance of any of the terms and conditions of this CONTRACT or non-exercise of any right mentioned in the contract shall not




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constitute a waiver of such terms, conditions or rights and shall not affect or deprive the COMPANY to exercise the same at any later date.

11. CONTRACTOR shall from time to time during the progress of the service issue such further instructions as shall be necessary for the purpose of proper and adequate execution of the services.
12. The contractor shall remove or replace any workman whom the company considers incompetent or unsuitable.
13. MNGL reserves the right to alter the scope of work in quantum as per the urgency of work. The contractor shall accordingly provide services as may be required by contract coordinator on giving a notice of two days
14. CONTRACTOR shall exclusively be liable for non-compliance of the provisions of any acts, laws rules and regulations having execution, bearing over engagement of workers directly or indirectly for execution of work and the CONTRACTOR hereby undertakes to indemnify Maharashtra Natural Gas Limited against all actions, suits, proceedings, claims, losses, damages etc. which may be arise under Minimum Wages Act, Industrial Dispute Act, Family pension and Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged by the CONTRACTOR under this CONTRACT.
15. Company shall not be liable for or in respect of any damages or compensation for any injuries or for any occupational diseases to any persons engaged by the CONTRACTOR and the CONTRACTOR shall keep the company indemnified thereof.
16. The contractor shall be liable for making good all damages / losses arising out of theft, breakage, pilferage of any office furniture, equipments, fittings and fixtures whatsoever it may be caused directly or indirectly.
17. The CONTRACTOR/his employees/agents/representatives shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this CONTRACT or descriptions of the site dimensions, quantity, quality or other information, concerning the work unless prior written permission has been obtained from the OWNER.
18. **RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:**  
The right to accept the tender will rest with the OWNER. The OWNER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. The whole work may be split up between more than one CONTRACTORS or accept in part (not entirely) if considered expedient. Quoted rates should hold good for such eventualities.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions



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are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

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

**19. TENDERER'S RESPONSIBILITY:**

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

**20. SIGNING OF THE CONTRACT:**

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

**21. NOTE TO SCHEDULE OF RATES:**

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

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

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


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

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

**22. POLICY FOR TENDERS UNDER CONSIDERATION:**

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

MNGL if necessary, will obtain clarifications on the Tender by requesting for such information/clarifications from any or all Tenderers either in writing or through personal contact, as may be necessary, and the Tenderers are advised to refrain from contacting by any means MNGL and/or their

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employee(s)/representative(s) on their own, on matters related to Tenders under consideration. Tenderers will not be permitted to change the substance of the Tenders after opening of Tenders.

**23. CONTRACTOR TO INDEMNIFY THE MNGL:**

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

**24. Following documents form the part of this contract.**

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

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

**25. FORCE MAJURE:**


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

**26. LABOUR LAWS:**

- a) No labor below the age of 18 (Eighteen) years shall be employed on the WORK.
- b) The CONTRACTOR shall not pay less than what is provided under law to laborer's engaged by him on the WORK.
- c) The CONTRACTOR shall at his expense comply with all labor laws and keep the PRINCIPAL EMPLOYER indemnified in respect thereof.

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- d) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labor laws.
- e) If the CONTRACTOR is covered under the Contract labor (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labor commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.
- f) The CONTRACTOR shall employ labor in sufficient numbers either to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the Officer-in-charge.
- g) The CONTRACTOR shall furnish to the Officer-in-charge the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the Officer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- h) The CONTRACTOR shall comply with the provisions of the payment of Wages Act 1986, Minimum Wages Act 1948, Employers liability Act 1935, workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labor Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- i) The Officer-in-charge shall on a report having been made by an Inspecting officer as defined in Contract Labor (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a Worker or Workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- j) The CONTRACTOR shall indemnify the OWNER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUBCONTRACTOR. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/Register/Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the OWNER a sum not

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exceeding Rs. 50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Officer-in-charge and in the event of the CONTRACTOR'S default continuing in this respect, the Liquidated Damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORKS put to tender. The Officer-in-charge shall deduct such amount from bills or Security Deposit of the CONTRACTOR and credit the same to the Welfare Fund constituted under these acts. The decision of the Officer-in-charge in this respect shall be final and binding.

**27. ARBITRATION:**

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

**28. EARNEST MONEY DEPOSIT / BID SECURITY**

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

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

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


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

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

- 29. Performance Bank Guarantee / Security Deposit:** The contractor shall submit Bank Guarantee in our prescribed format, for a value of 3% of Annualized Contract Value, in favor of MNGL, valid for a period of 27 months as security deposit, from Nationalized/ Scheduled bank except Co-operative bank within 15 days from the date of issue of this service order. The Security Deposit will not bear any interest. Any amount due to MNGL, as per contractual terms & conditions shall be deducted from Security Deposit. In case Security Deposit is not sufficient to recover the outstanding amount, then MNGL reserves the right to recover the same from any other means available to MNGL.

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

- 30. RIGHT OF THE OWNER TO FORFEIT SECURITY DEPOSIT:**  
Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the OWNER shall be entitled to recover such sum by appropriating in part or whole the security Deposit of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the OWNER on demand any balance remaining due.
- 31.** The contractor shall execute an agreement with MNGL within 15 days from the award of contract. However, agreement shall be executed only after submission of valid Security Deposit against the contract.

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- 32. Mobilization Period:** The deployment for the services shall be within **15 days** or earlier from the date of intimation by Officer-in-charge (OIC) of MNGL, Pune. In case of failure, MNGL reserves the right to cancel the contract.

- 33. Payment Terms:**  
As per terms mentioned at Scope of Work.

The bill shall be certified by Officer-in-charge. The bills shall be submitted along with all requisite documents.

- 34. Contract Period:**  
The period of contract shall be 01 (One) years from the date service order, further extendable for another 06 (Six) Months on the same terms & conditions.

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

**i) EMPLOYEES STATE INSURANCE ACT (ESI):**

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

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



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records. Any expenses incurred for the contribution, making contributions or maintaining records shall be to the CONTRACTOR'S account.

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

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

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

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


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

**iv) ACCIDENT OR INJURY TO WORKMEN:**

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

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

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


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- ii) The CONTRACTOR shall take sufficient care that employees /representatives/agents do not cause any damage to any person or to the property of the OWNER or any third party and in the event of any damage resulting to the property of the OWNER or of a third party cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the OWNER or ascertained or demanded by the third party shall be borne by the CONTRACTOR.
- iii) The CONTRACTOR shall indemnify and keep the OWNER harmless of all claims for damage to property other than OWNER'S property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, subcontractors, his agents, representative of subcontractors.

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


37. In case the contractor fails to provide the required services under the contract to the satisfaction of MNGL, MNGL reserves the right to get the services through alternate agencies at the risk and cost of contractor and penal deduction shall be made from the contractor's bills and the decision of MNGL in this connection shall be final and binding on the contractor.
38. The tenderer hereby agrees to provide services and necessary such provision to carry out the work as given in the scope and description of work.
39. The work executed shall be to the satisfaction of MNGL and contract rules shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for the completion in an efficient and workman like manner.
40. The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and abide by all necessary license / permissions from the concerned authorities as provided under the various labour laws / legislation including labour license from the competent authority under The Contract Labour (Regulation & Abolition) Act 1970.
41. The tenderer should have his PF account no. with Regional Provident Fund Commissioner and shall submit to the COMPANY proof of depositing the employee's contribution, on monthly basis.
42. The contractor shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, The Employees State Insurance Act 1948, The Contract Labour (Regulation and Abolition) Act 1970, The Minimum Wages



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Act 1948, The Payment of Wages Act 1936, Employee's Compensation Act, 1923 and other relevant Acts rules and regulations in force from time to time in respect of the person deployed by him to carry out the obligation under the contract.

43. The contractor shall be responsible for necessary contributions towards PF, ESI or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to MNGL and shall deposit the required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees PF and shall be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of MNGL.
44. The contractor shall regularly submit all relevant records / documents in this regard to MNGL representative for verification and upon such satisfaction only, MNGL will allow payment to the Contractor.
45. The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7<sup>th</sup> of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues and employment of personnel deployed by him.
46. The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
47. The tenderer shall not engage any person(s) less than eighteen years of age and shall not pay less than what is prescribed under law.
48. **MNGL RESERVES THE RIGHT TO:**
  - i. Reduce the rates at which payment shall be made if the quantity and quality of services although acceptable is not up to required standard.
  - ii. Issue the CONTRACTOR from time to time during the progress of the service such further instructions as shall be necessary for the purpose of proper and adequate execution of the service and the CONTRACTOR shall carry out and be bound by the same.
  - iii. In order the contractor to remove or replace any person engaged in providing the services to the COMPANY whom the company considers incompetent or unsuitable. Opinion of the representative in the competence of any person engaged by the contractor shall be final and binding on the contractor.


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**49. AWARD OF CONTRACT:**


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

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

- 50.** The contractor shall be required to obtain requisite labour license / permission from the appropriate authorities as provided under the various labour regulations, before undertaking any contract work. The contractor shall exclusively be liable for compliance of the provisions of any Act, laws, rules and regulations having execution, taking over engagement of his personnel directly or indirectly for execution of work and the contractor hereby undertakes to indemnify the company against all actions, suits, proceedings, claims, losses, damages etc. which may arise due to his noncompliance of the provisions under various laws mentioned in this document or not herein specifically mentioned but having direct or indirect application for the persons engaged under the contract. Company shall not be liable in respect of any damages or compensation for any injury or for any occupational diseases, to the employment to any person engaged by the contractor and the contractor shall keep the company indemnified thereof.
- 51.** During the currency of the job, if the work progress does not commensurate with time elapsed in respect of any person / persons engaged, the contractor shall be liable to pay the company compensation as may be considered reasonable by the company.
- 52.** In case of any default for more than three days in respect of services to be provided in accordance with the requirements specified by the officer in charge, Company will have the right to avail the services from other sources at the risk and cost of the contractor or terminate the contract and forfeit his security deposit etc.
- 53.** The company for any reason whatsoever of which the company shall be the sole judge may terminate this contract by giving notice of 30 days and the contractor shall vacate the workplace with his men and material on the expiry of such notice period in the event of such termination of the contract. The contractor shall be paid for all the work executed up to the date of terminations of the contract including refund of security deposit subject to deduction of any dues, penalties, other recoveries etc. within a period of two months at the discretion of the officer in charge.
- 54.** MNGL reserve right to short close/ Terminate the contract any time based on non-performance/ poor performance during contractual period by giving 30 days' notice.

 <p><b>MAHARASHTRA NATURAL GAS LTD.</b></p>	<p><b>Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport &amp; Filling of Odorant (TBM-80% &amp; MES-20%) for odorization of Natural Gas for MNGL's Pune GA.</b></p> <p><b>Bid No.: MNGL/CP/2023-24/06</b></p>
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55. The contractor shall be liable for making good all damages / losses arising out of theft, pilferage of any furniture, equipment, fittings, fixtures, utensils, appliances whatsoever as may be caused directly or indirectly by the persons engaged by the contractor. At the appointed date, place hour the contractor shall make available persons to be engaged along with appropriate tools wherever stated.
56. The contractor shall take charge of all the materials handed over to him by the company and will be responsible for any loss/damage thereof.
57. The contractor shall issue an identity card to all its employees engaged for the services to be provided. The contractor shall also provide at his own cost safety equipments, materials, uniforms etc. to his employees. All the safety rules and regulations will be observed by the persons engaged under this contract.
58. The contract shall be directly and exclusively responsible for any liability arising due to any dispute between him and his employees and shall indemnify the company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employments of personnel deployed by him.
59. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligation.
60. For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the contractor and out of such amount or the amounts likely to fall due to the contractor (but without obligation to do so) make such payments as it may consider necessary for smooth working.
61. Contractor shall deploy the resources as per requirements.
62. The company shall have the power to issue necessary instructions to the contractor concerning discipline, decorum, work performance, safety etc. in respect of the employees of the contractor engaged by him for providing the services to the company and the contractor shall ensure compliance of all such instruction strictly.
63. No payments shall be payable other than schedules payment to the contractor.
64. The monthly quoted rates shall be inclusive of Leave wages & other statutory payments for providing such services.
65. Income tax as per rule, any other taxes shall be deducted from contractor's monthly bill / bills. Income Tax deduction certificate shall be issued to the contractors.

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66. The bidder shall deem to have quoted after having satisfied himself to the total nature of work, site of work, surrounding the means access transport availability of services & to have obtained his information on all matters which can in any way influence his offer.
67. **Jurisdiction:**  
The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at PUNE for the purposes of disputes, actions and proceedings arising out the CONTRACT, the courts at **PUNE, MAHARASHTRA, INDIA** only will have the jurisdiction to hear and decide such disputes, actions and proceedings.
68. Bidder to confirm the unconditional acceptance to the following clauses of the tender
- i) Security Deposit / Performance bank guarantee
  - ii) Schedule of Rates.
  - iii) Termination.
  - iv) Scope of Work.
  - v) Arbitration.
  - vi) Period of Validity Offer.
69. **DOCUMENTS:**
- 69.1 **GENERAL**  
The tenders as submitted will consist of the following:
- i) Complete set of Tender Documents (Original) duly filled in and signed by the tenderer as prescribed in different clause of the Tender Documents.
  - ii) Earnest money in the manner specified in Clause 28 hereof.
  - iii) Power of Attorney or a true copy thereof duly attested by an officer in case an authorized representative has signed the tender, as required
  - iv) Information regarding Tenderers in the proforma enclosed.
  - v) Details of work of similar type and magnitude carried out by the Tenderer.
  - vi) Latest Balance sheet and profit & Loss Account / Turnover Certificate duly audited.
  - vii) The bidder shall submit the documentary evidence like certificate of registration with PF, ESIC authorities if required.

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**70. ADDITION TO GCC:**

- i) GCC has been extended to the following extent:


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 owner's 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 labour 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 labour plus 15% to cover contractor's 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.

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## **PART – D**

### **SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT (SCC)**

#### **1.0 Scope of the Work:**

The Scope of work includes supply, transportation and safe filling of odorant (TBM-80% & MES-20%) at site. It includes:

- 1.1. Supply of odorant (TBM-80% & MES-20%) in STC (RD) / Milkman technique.
- 1.2. Transportation includes Transit Insurance, Neutralizing and Absorbing agent, trained driver with crew from supplier's warehouse to MNGL's Mother Station.
- 1.3. All crew member engaged in odorant filling should be with proper PPE's and trained and experience for Odorant filling.
- 1.4. Necessary arrangements to be done as per client requirement during filling is in contractor scope for performing the said activity in the prescribed timeline & safe manner.
- 1.5. Safe filling of (TBM-80% & MES-20%) at MNGL's online storage tank at mother station.
- 1.6. Required nitrogen cylinders, connectors, pressure regulators, pipe/hoses (leak proof), cables, sodium hypo chloride solution, nose guards, citric sprays/ "O" scent or suitable odor neutralizer, ekoperl-66, Absorbent 10 or suitable odor absorbent power, scrubber for venting, safety gears, trained manpower, suitable non-speaking tools & tackles etc. for filling is in supplier's scope.
- 1.7. Filling procedure, JSA, Toolbox talk etc. to be done before filling.
- 1.8. After receipt of odorant (TBM-80% & MES-20%) at site, vendor needs to be transfer odorant (TBM-80% & MES-20%) safely using all required equipment, fittings, safety equipment, trained manpower with PPEs in safe and secure way.
- 1.9. Disposal of all residual material generated during filling is in the scope of supplier.
- 1.10. The driver of the vehicle should be trained and authorized by RTO for Hazchem transportation and vehicle should have fitted with spark arrestor.
- 1.11. Unloading of N2 Cylinders and odorant (TBM-80% & MES-20%) containers to be done with the extra care with the help of ratchet belt/chain from vehicle on to the ground.
- 1.12. Earthing connectivity to the system is to ensure before filling.

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- 1.13. The overall safety & precautions right from supply, transportation, filling & waste disposal is in the scope of supplier.
- 1.14. Contractor has to provide valid calibration certificates of Meter used for filling also keep stand by meter at the time of filling.
- 1.15. New scrubber should be used at every filling. In addition to above contractor will be provide concerned valid test certificates of all the equipment (Tank braded hose with fittings etc.) involved during odorant (TBM-80% & MES-20%) filling activity. Contractor also prepares the documentation and furnish the same at the site prior starting the filling activity. A copy of the documentation to be submitted to MNGL for records during every filling. Contractor to furnish chemical composition certificate of Odorant before every filling.
- 1.16. Any consequences arising out from improper filling procedure will be at vendor's liability.

## **2.0 Contract period:**

The period of the contract shall be 01 (One) years from the date of service order, further extendable for another 06 (Six) months on the same terms and conditions.

## **3.0 Delivery/Completion Schedule:**

Delivery / Completion Period for 1st filling of the odorant shall be 45 days & thereafter for next filling(s) shall be 15 days after intimation by the Engineer-In-Charge.

## **4.0 Penalty Clause:**

- 4.1 If the contractor fails to supply within the delivery period, late delivery penalty of 0.5 % per week and maximum up to 10 % of the total invoice value.
- 4.2 If at any time MNGL on lab testing of supplied odorant finds odorant is not as per acceptable chemical specification, then MNGL reserves right to blacklist the contractor and recover cost for losses and damages to equipment's without any explanation.

## **5.0 Payment Terms:**

The terms of payment shall be as follows:

100 % (Hundred Percent) payment shall be paid within 15 days, completion of the individual assignment and submission of Invoice & necessary documents, certified by Engineer In Charge (EIC) on pro-rata basis.



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**PART - E**

**UNPRICED SCHEDULE OF RATES (SOR)**

**Bid Document No. MNGL/CP/2023-24/06 dated 17.04.2023**

**Item: Tender for Rate Contract for the period of 01 (One) years for Procurement, Transport & Filling of Odorant (TBM-80% & MES-20%) for odorization of Natural Gas for MNGL's Pune GA.**

Sr. No.	Description	Unit	Qty.	Quoted / Not quoted
1	2	3	4	5
1	Supply & Filling of Odorant (TBM – 80% & MES – 20%) (including transportation) as per procedure at site as per scope of work mentioned in tender document.	KG	<b>9900</b>	

**NOTES:**

- 1.0 Evaluation shall be done on an overall least cost basis to the Purchaser.
- 2.0 Rate shall be inclusive of all charges like insurance, Loading, unloading, etc.
- 3.0 Taxes & Duties if any shall be indicated clearly in your quotation and total amount should be inclusive of all taxes etc.
- 4.0 Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above.
- 5.0 Bidder shall note that any error in estimating these Taxes & Duties will be to Bidder's Account.

Goods & Service Tax @-----

Please indicate the breakup of above GST as under:

CGST @ \_\_\_\_\_  
 SGST @ \_\_\_\_\_  
 IGST @ \_\_\_\_\_  
 UGST @ \_\_\_\_\_

Date:

Place:

Signature & Seal of Bidder