




**MAHARASHTRA NATURAL GAS LTD, PUNE**  
(JV of GAIL (India) Ltd. & BPCL)

**BID DOCUMENT  
FOR PROCUREMENT OF SAFETY PPE'S FOR MNGL  
EMPLOYEES ALL GA'S FOR CITY GAS DISTRIBUTION  
PROJECT OF MNGL, PUNE**

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

Bid Document No. MNGL/CP/2023-24/68 dt. 31.07.2023

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b>
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**SECTION – I  
INVITATION FOR BIDS (IFB)**


**BID DOCUMENT NO. MNGL/CP/2023-24/68**

**Date: 31.07.2023**

M/s Maharashtra Natural Gas Ltd., Pune invites online bids (Technical & Financial) **UNDER SINGLE 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/2023-24/68 dated 31.07.2023
ITEM(S)	Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	4 weeks from the date of Purchase Order on FOT site basis
EARNEST MONEY/ BIDSECURITY	Rs. 12,000/- in the form of Demand Draft/BG to be in favour 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 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	NA
Bid submission due date and time	10.08.2023 till 15:00 Hrs. IST
Bid Submission at	<a href="https://etenders.gov.in">https://etenders.gov.in</a>
Bid opening date and time	11.08.2023 at 16:00 Hrs. IST
Address for submission of EMD/Bid Security and venue for pre-bid meeting and opening of bids	Chief Manager (C&P) C&P Department, Maharashtra Natural Gas Limited, Pride Purple Coronet, 2 <sup>nd</sup> Floor, Baner Road, Baner,

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	Pune – 411045
Contact details	Telephone: +91 (20) 25611000/1190/1155 Email: <a href="mailto:gasaid@mngl.in">gasaid@mngl.in</a> / <a href="mailto:neeraj@mngl.in">neeraj@mngl.in</a>
BID EVALUATION CRITERIA	Item wise basis

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 has to register itself on CPPP's website <https://etenders.gov.in/eprocure/app>. Please also note that the bidder has to obtain digital signature token for applying in the tender and in general, activation of registration may take 24 hours subject to the submission of all requisite documents required in the process.

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

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

## 3.0 DOWNLOADING OF TENDER DOCUMENT


The tender document is available for downloading from CPPP's e-tendering website <https://etenders.gov.in/eprocure/app> or from e-tender link given on official MNGL website [www.mngl.in](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 letter-head that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

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

## 4.0 PRE-BID MEETING – Not applicable

## 5.0 OTHERS:

### 5.1 Bid Document is non-transferable.

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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) Bid Security
- ii) Performance Security (Contract Performance Bank Guarantee), 3% of Contract Order value
- iii) Delivery Period
- iv) Terms of Payment
- v) Force Majeure
- vi) Resolution of Dispute/Arbitration
- vii) Termination of Contract,
- viii) Warranty and Guarantee
- ix) Offer not submitted for complete scope of work
- x) Firm prices
- xi) Prices not quoted as per Schedule of Rates formats.
- xii) Bidder have been banned by Government of India or any it's Agency/ Undertaking/ Department of Government of India.
- xiii) Bidder is under liquidation.
- xiv) Bids not conforming to technical specification/requirements.
- xv) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xvi) 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

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Ganesh Said  
Chief Manager (C&P)

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

Note:


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

**ANNEXURE-I to IFB**

#### **EVALUATION AND AWARD OF WORK:**

Evaluation shall be done on Itemwise basis at least cost to the purchaser.

Note: In case of tie for L1 bidder, the order shall be placed on the bidder having highest turnover during the preceding 3 Financial Years i.e. 2020-21, 2021-22 & 2022-23.

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## SECTION – II INSTRUCTIONS TO BIDDERS

### **INSTRUCTION FOR ONLINE BID SUBMISSION**

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

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

## SEARCHING FOR TENDER DOCUMENTS


- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## PREPARATION OF BIDS:

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

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

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black**

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**and white option which helps in reducing size of the scanned document.**

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

#### **SUBMISSION OF BIDS:**

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BG/others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**



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


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

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

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” 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.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4001002, 0120-6277787 and 0120-4001005. The

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helpdesk email id is [support-eproc@nic.in](mailto:support-eproc@nic.in)

**A: GENERAL**

**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.

<b>Year</b>	<b>Currency</b>	<b>Amount</b>	<b>Exchange Rate (*)</b>	<b>Amount (INR) (*)</b>
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

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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			

- 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.

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

Signature of Bidder

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

## 2.0 ACKNOWLEDGEMENT CUM CONSENT LETTER

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b></p>
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**ACKNOWLEDGEMENT CUM CONSENT LETTER**

To,  
**M/s Maharashtra Natural Gas Limited**  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner,  
Pune – 411045  
Ph.No. : 91-20-25611000  
E-mail : kavita.sadaphule@mngl.in

Kind Attn: Kavita Sadaphule, Asst. 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) Contact Person at Pune, if any:-

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- I) POSTAL ADDRESS : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- II) TELEPHONE NO. : \_\_\_\_\_
- III) TELEFAX NO. : \_\_\_\_\_
- IV) E-MAIL : \_\_\_\_\_
- V) CONTACT PERSON : \_\_\_\_\_

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

Reasons for non-submission of Bid:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

COMPANY'S NAME : \_\_\_\_\_

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

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

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


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

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

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

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## **3.0 SUBMISSION OF BID**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b></p>
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### **SUBMISSION OF BID**

From:

M/s

To:

**M/s Maharashtra Natural Gas Limited**


Pride Purple Coronet, 2<sup>nd</sup> Floor,

Baner Road, Baner,

Pune – 411045

1. I/We hereby tender for execution of the WORKS of Rate Contract for one year for supply of multifold paper towel for various offices at MNGL, Pune 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



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exceptional circumstances, extension of time which shall always be in writing may, however, be granted by the Engineer-in-Charge at his entire discretion for some items of work, and I/We agree that such extension of time will not be counted for the extension of completion dates stipulated for job and for the Final Completion of WORK as stipulated in the said "Time Schedule" of completion of jobs.

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

#### MEMORANDUM

(a) General Description of Work \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(b) Earnest Money Rs. \_\_\_\_\_  
 (Rupees) \_\_\_\_\_  
 \_\_\_\_\_


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

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

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

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

5. I/We hereby pay the Earnest Money of Rs. \_\_\_\_\_ (Rupees)

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\_\_\_\_\_ ) in Bank Demand  
Draft/Bank Guarantee No. \_\_\_\_\_ issued by  
\_\_\_\_\_ (name and office of the State Bank of India  
or any Nationalized Bank) in favour of Maharashtra Natural Gas Limited, Pune.

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 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).

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## **PART – B**

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## PART – B


### 1.0 INSTRUCTION TO BIDDERS (ITB)

#### **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**

- (viii) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment" option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ix) During enrolment/ registration, the bidders should provide the correct / true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors / bidders through email-id provided.
- (x) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (xi) For e-tendering, possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained

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from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.

- (xii) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (xiii) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (xiv) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

#### **SEARCHING FOR TENDER DOCUMENTS**


- 4) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- 5) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 6) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **PREPARATION OF BIDS:**

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

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

- (vii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the


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number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- (viii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (ix) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (x) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under “My Space/ Other Important Document” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

#### **SUBMISSION OF BIDS:**

- (xiii) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- (xiv) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BG/others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (xv) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (xvi) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BG/others.
- (xvii) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (xviii) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the

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requirements of the tender document.

- (xix) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (xx) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**


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

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

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

- (xxi) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (xxii) After the bid submission (i.e. after Clicking “Freeze Bid Submission” 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.
- (xxiii) Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xxiv) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time



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of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

**ASSISTANCE TO BIDDERS:**


- (iii) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- (iv) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4001002, 0120-6277787 and 0120-4001005. The helpdesk email id is [support-eproc@nic.in](mailto:support-eproc@nic.in)

**A: GENERAL**

- 1. Scope of Bid :
  - 1.1 The Purchaser as defined in the General Conditions of Contract, hereinafter "the Purchaser" wishes to receive bids through e-tendering mode for the supply of goods as described in Section-IV, Special Condition of Contract.
  - 1.2 The successful bidder will be expected to complete the Scope of supply within the period stated in IFB.
  - 1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/tendered", "bidding/ tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.
- 2. Eligible Bidder
  - 2.1 Bidders shall, as part of their bid, submit a written power of attorney, authorizing the signatory of the bid to bind the bidder.
  - 2.2 This Invitation for Bids is open to any bidder and to pre-qualified bidders in case of limited tender.

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- 2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.4 The bid should be from actual manufacturers.
- 2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- 2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of IFB, bidders past performance shall also be assessed *for* ascertaining the responsiveness of the bid. In such a case the decision of Purchaser shall be final and binding on the bidder.
- 2.7 The Bidder is not put on Black / holiday list by MNGL/MoP&NG/Oil Public Sector Enterprise(s).
3. **Bid Evaluation Criteria:-**
- 3.1 **Technical Experience Criteria - As per Annexure – I of IFB.**
- 3.2 **Financial - As per Annexure – I of IFB**
4. **VOID**
5. **One Bid per Bidder**
- 5.1 A firm shall submit only one bid in the same bidding process. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.
- 5.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other bidder(s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.
- Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
- 5.3 Alternative Bids shall not be considered.
- 5.4 The provisions mentioned at Sl. No. 5.1 and 5.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups / SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups / SOR items basis.
6. **Cost of Bidding**
- 6.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and MNGL will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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**7.0 SITE VISIT**

- 7.1 The bidder may visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparation of the bid and entering into contract. The cost of visiting the site shall be at bidder's own expenses.
- 7.2 The bidder or any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any loss, damage, costs, and expenses incurred as a result of the inspection.

**B. BIDDING DOCUMENTS**

**8. Content of Bidding Document**

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

Volume I of II  
Volume II of II


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

**7. Clarification of Bidding Documents**

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

**8. Amendment of Bidding Documents**

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

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

8.3 The PURCHASER may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issue

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

#### 9. **Clarification of Bidding Documents**

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

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

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

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

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

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

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

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

## **C. PREPARATION OF BIDS**

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

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


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

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


#### **12.1.1 Technical cover:**

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

- i) Covering Letter as per format "Submission of Tender" / "Submission of Bid" enclosed with Part- A of Vol-I of II.
- ii) Bidder's general/ details information as per format F-1.
- iii) Power of Attorney in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- iv) Specific experience, annual turnover and equipment deployment details as called for in qualifying requirements.
- v) A Bid Form as per format F-2.
- vi) Copies of documents as required in list of enclosure.
- vii) Documents establishing the eligibility and conformity to the Bid Documents of all Goods and services, which the bidder proposes to supply under the award. Such document may be, literature, drawing or data and shall also include (a) the detailed description of the Good's essential technical and performance characteristics; (b) a clause by clause commentary on Employer's technical specification and demonstrating supplies substantial responsiveness to the specifications.
- ix) Copy of Bid security in accordance with IFB & Clause 16 of ITB to be furnished either in the form of Cashier's / Banker's cheque / Bank Draft payable to MNGL at Pune/ Bank Guarantee as per format F-4.
- x) Letter of authority in favour of any one or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.
- xi) Confirmation of no deviation as per Format F-6.
- xii) Present commitments strictly as per form F-9.


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- xiii) **Indian Bidders are required to submit Employees Provident Fund registration certificate, ESIC registration certificate, Professional Tax Registration certificate, Labour welfare registration under Maharashtra Labour Welfare Fund Act and Shop Act Registration certificate.**
  - xiv) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.
  - xv) Any other information/details required as per bid document.
- 12.1.2 Financial cover:**  
Price bid SOR as per prescribed format on the e-tender portal.
- 12.2 All the documents submitted shall be duly signed and stamped on each page by the bidder or an authorized signatory of the bidder.
- 12.3 Bidders are advised to submit quotations based strictly on the terms and conditions and specifications contained in the bid document and not stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated only in the prescribed Pro forma. Owner reserves the right to evaluate quotations containing deviations having financial implications after adding the cost for such deviations as determined by Owner.
- 12.4 Original schedule of rates duly filled in shall not contain any condition whatsoever. Any condition given in this part shall not be considered and shall render the offer liable for rejection.
- 12.5 All signatures in bids shall be dated, as well as all pages of bids shall be initialed at lower right hand corner by the Bidder or by a person holding power of attorney authorizing him to sign on behalf of the bidder before the submission of bids.
- 12.6 The Bidder's bid is central to the evaluation and selection process. Therefore, it is important that the Bidder carefully prepares the bid and answers all questions completely. Missing information and vague answers may delay the evaluation of a bid and may impair the Bidder's chances of success.
- 12.7 Information received by Purchaser from the Bidder will be disclosed to Purchaser's employees and/or advisers or external consultants for the purpose of evaluating the bid response.
- 13. Bid Prices**
- 13.1 The Prices should be quoted in INR only.
- 13.2 The Bidder shall indicate in the appropriate Price Schedule, the unit prices (where applicable) and total price of the services / works it proposes to execute under the contract. If quoted in separate sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 13.3 Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subjected to any variation, except statutory variation (as specified in tender document) or provision for price variation in the tender document.
- 13.4 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible in the submitted documents.

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- 13.5 Bidder shall quote the all-inclusive prices as per scope of work and SOR, taking into consideration applicable GST, overheads and if applicable, all provision of safety gadgets to their personnel, cost of material as per scope of work, transportation, conveyance, trainings, recruitments, communication charges, cost for providing tools & tackles, equipment, machineries, minimum spares, etc. and nothing extra shall be payable by the Purchaser.
- 13.6 Bid prices must be arrived at without agreement with any other Bidder of this tender for the purpose of restricting competition. Prices quoted by the Bidder must not be disclosed to any other Bidder of this tender. Bidder must not attempt to induce any other Bidder to submit or not submit a bid for restricting competition.
- 13.7 Alternative bids shall not be considered.
- 13.8 Conditional discount, if offered, shall not be considered for evaluation.
- 13.9 The bidder shall have to raise the Cenvatable invoice.
14. **VOID**
15. **Bid Validity**
- 15.1 Bids shall be kept valid for 4 (four) month from the final bid due date.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / e-mail. A bidder may refuse the request without forfeiture of his bid security, A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with Clause 16 in all respects.
16. **Bid Security**
- 16.1 The bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids (IFB).
- 16.2 The bid security is required to protect MNGL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause-16.7
- 16.3 **VOID**
- 16.4 Any bid not secured in accordance with Clause-16.1 may be rejected by MNGL as nonresponsive.
- 16.5 Unsuccessful bidder's bid security will be discharged/ returned as promptly as possible after award of contract and signing of agreement.
- 16.6 The successful bidder's bid security will be discharged upon the bidder's accepting the award & signing the Agreement, pursuant to Clause-39 and furnishing the Contract Performance Security pursuant to Clause-40.
- 16.7 The bid security may be forfeited:
- If a bidder withdraws his bid during the period of bid validity.



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- b) in the case of a successful bidder, if the bidder fails:
    - i) to accept the Notification of Award/Service Order (SO) or
    - ii) to furnish Contract Performance Security in accordance with Clause-40.
    - iii) to accept arithmetical corrections,
- 16.8 Bid Security should be in favour of Maharashtra Natural Gas Limited and addressed to MNGL. In case Bid Security is in the form of Bank Guarantee or Letter of Credit, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee).
- 16.9 The Indian / Domestic firms registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing Tender Fee & Bid Security, provided they are registered for the items / work they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.**
- 17. Pre-Bid Meeting – As per 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.
- 18. Format and Signing of Bid**
- 18.1 The original of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for unamended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 18.2 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.
- 19. Zero Deviation**
- 19.1 Bidders shall note that if any deviation are taken to the under mentioned provisions of Bid Document by the Bidder the bid is liable to be rejection.
  - i) Do not meet BEC Criteria
  - ii) Bid Security
  - iii) Performance Security (Contract Performance Bank Guarantee), 10% of Annualized Contract/Order value



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

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

**20. Mode of Payment**

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

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

**D. SUBMISSION OF BIDS**

**22.0 DEADLINE FOR SUBMISSION OF BID**

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

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


**23.0 LATE BIDS**

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

**24.0 MODIFICATION AND WITHDRAWAL OF BIDS**

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

24.2 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid form. In case

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of request in written by the authorized signatory for withdrawal of a bid during this interval, the Bidder's bid security shall be forfeited.

#### **E. BID OPENING AND EVALUATION**

##### **25. Bid Opening**

- 25.1 The Purchaser will open all bids on the e-tendering portal in the presence of bidder(s) representatives who choose to attend, at the time, on the date and place (as specified in IFB). The bidder(s) representatives, who are present, shall sign an attendance sheet evidencing their attendance, if so required by the Purchaser.
- 25.2 The Bidder's names and the presence or absence of requisite Bid Security (EMD) and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for bids without EMD.
- 25.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser any documents pertaining to its bid is not being acknowledged and relevant portions read out.
- 25.4 The Purchaser will prepare a bid opening statement to be signed by all representatives present during bid opening.

##### **26. Process to be Confidential**


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

##### **27. Contacting the Employer**

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

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

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

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- 28.2 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents without material deviations or reservations. A material deviation or reservation is one
- that affects in any substantial way the scope, quality, or performance of the Works;
  - that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
  - whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

## 29.0 **OPENING OF PRICE BID**

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

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

## 30. **Correction of Errors**

- 30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
  - where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

## 31. **VOID**

## 32. **Evaluation and Comparison of Bids**


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

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

## 34. **Purchase Preference - VOID**

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

## F. **AWARD OF CONTRACT**

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**36. Award**

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

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

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

**38. Notification of Award**

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

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

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

**39. Signing of Agreement**

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

**40. Contract Performance Security**

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

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

**NOTE: For service order value less than 2.0 Lakhs, Performance Bank guarantee is not applicable.**


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

#### **41. Corrupt or Fraudulent Practices**

- 41.1 MNGL requires that bidders/ contractors observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the Employer:
- a) defines, for the purposes of this provision, the terms set forth below as follows:
    - i) "corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
    - ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
  - b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - c) will declare a firm ineligible and put on holiday, either indefinitely or for a stated period of time if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

#### **42 Income Tax Liability**

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


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

#### **1 Definitions**


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

- 1.1 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the EMPLOYER.
- 1.2 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid
- 1.3 BIDDER: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.4 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.5 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.6 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.7 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.
- 1.8 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.

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- 1.9 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.
- 1.10 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 1.11 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.
- 1.12 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.
- 1.13 COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.
- 1.14 "COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.
- 1.15 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day
- 1.16 DELIVERY terms shall be interpreted as per INCO TERMS 2010 in case of Contract with a foreign Bidder and as the date of FOT Site in the case of a contract with an Indian Bidder.
- 1.17 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions there.
- 1.18 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.



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- 1.19 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.20 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN- CHARGE/EMPLOYER after the period of liability is over.
- 1.21 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.22 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.23 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with subsystems and supporting equipment in service or available for service.
- 1.24 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organisation comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/ EMPLOYER
- 1.25 "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.26 PURCHASER/EMPLOYER/OWNER/COMPANY/MNGL shall mean MAHARSHRATRA NATURAL GAS LIMITED (MNGL) having its registered office at Pune (Maharashtra) PURCHASER includes successors, assigns of MNGL.
- 1.27 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.



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

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

Quantities – Bills of quantities  
Bills of quantities

Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

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

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


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

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

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

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

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


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corrective action, shutdown inspection and adjustment prior to the trial operation period.

- 1.37 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.38 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.
- 1.39 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
- 1.40 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order
- 1.41 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- 1.42 "WEEK" means a period of any consecutive seven days.
- 1.43 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system

## **2 Performance Guarantee (Applicable only if order value is more than Rs.2 Lakhs):**

- 2.1 Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 3% of the total value of the CONTRACT.
- 2.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.
- 2.3 The performance guarantee shall be denominated in the currency of the CONTRACT.

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

### **3 Guarantee**


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

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

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

PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

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

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rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

#### **4 Terms of Payment**

- 4.1 100% payment shall be release within 15 days from the date of receipt of the material & invoice at respective sites, accepted & certified by Engineer in Charge on pro rata basis.
- 4.2 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.

#### **5 Time As Essence of Contract**

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

#### **6 Delays In The Seller's Performance**

- 6.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:
- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
  - ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
  - iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.
- 6.2 Any unexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions:  
forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

#### **7 Price Reduction Schedule For Delayed Delivery**

- 7.1 Subject to Article -9, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.


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- 7.1.1 Deductions shall apply as per following formula:  
In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @1/2% of the delayed delivery value per complete week of delay or part thereof subject to a maximum upto 5% of the total order value.
- 7.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.
- 7.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.

Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

## **8 Termination of Contract**

- 8.1 Termination for Default
- 8.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:
- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
  - B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
  - C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.
- 8.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 8.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.
- 8.1.3 In case of termination of CONTRACT herein set forth (under clause 8) except under conditions of Force Majeure and termination after expiry of contract, the

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNG/CP/2023-24/68</b></p>
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VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by MAHARSHRATRA NATURAL GAS LIMITED Against any type of tender nor their offer will be considered by MNGL against any ongoing tender (s) where contract between MNGL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by MAHARSHRATRA NATURAL GAS LIMITED to such VENDOR.

**8.2 Termination for Insolvency**

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

**8.3 Termination for Convenience**

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

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

- a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or
- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.


**9 Force Majeure**

**29.1** Shall mean and be limited to the following:

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

The SELLER shall advise PURCHASER/CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.



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

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

#### **10 Resolution of Disputes/Arbitration**

10.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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


10.3 The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at Pune.

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

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

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

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. All matters relating to this

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contract are subject to the exclusive jurisdiction of the courts situated at Pune. Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed thereunder shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated at **Pune.**

#### **11 Governing Language**

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

#### **12 Notices**

- 32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **13 Taxes & Duties**

- 13.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER's country.
- 13.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.
- 13.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 13.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER.

#### **14 Limitation of Liability**


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



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b></p>
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## SECTION - IIIA

### FORMS AND FORMATS


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b>
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**F-1  
BIDDER'S GENERAL INFORMATION**

To  
M/s Maharashtra Natural Gas Limited  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Raod, Baner,  
Pune – 411045

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

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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b></p>
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**F-2  
BID FORM**

To  
M/s Maharashtra Natural Gas Limited  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Raod, Baner,  
Pune – 411045

Date:

Dear Sir,

Having examined the Conditions of Contract and Specifications including Addenda Nos. (Insert Numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver \_\_\_\_\_ (Description of Goods and Services) in conformity with the said Drawings, Conditions of Contract and specifications for the same for (as quoted in price bid) or such other sums as may be ascertained in accordance with the Schedule of Prices.

We undertake, if our bid is accepted, complete delivery of \_\_\_\_\_ as agreed and specified in the IFB document. If our bid is accepted, we will obtain the guarantee of a Bank in a sum not exceeding (3)% of the Contract price for the due performance of the Contract.

We agree to abide by this bid for a period of 4(four) months from the date fixed for bid opening under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We have enclosed Bid Security in the form of Demand Draft/ Bank Guarantee in line with Cl. 17 of ITB for \_\_\_\_\_ (amount in figure & words) valid for 6(six) months' period as per the requirement of bid document.


Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award (Fax of Intent) shall constitute a binding Contract between us.

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

Dated this                      Day of                      2023

SEAL AND SIGNATURE

In the capacity of Duly authorized to sign bid for and on behalf of

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b>
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(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

**F-3  
ANNUAL TURNOVER**


**BIDDER MUST FILL IN THIS FORM**

<b>Year</b>	<b>Currency</b>	<b>Amount</b>	<b>Ex. Rate (*)</b>	<b>Amount (INR) (*)</b>
Year 1				
Year 2				
Year 3				

1. The information supplied should be the Annual Turnover of the Bidder.
2. A brief note should be appended describing thereby details of turnover as per audited results.

\_\_\_\_\_  
(SEAL AND SIGNATURE OF BIDDER)

**(\*) To be filled by Purchaser**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b></p>
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Sheet 1 of 2

**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  
Maharashtra Natural Gas Limited,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Raod, Baner,  
Pune – 411045

Dear Sir(s),


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

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

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

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_ [this date should be 6 months after the date finally set out for closing of tender]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s \_\_\_\_\_ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 at \_\_\_\_\_.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b></p>
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WITNESS:  
(SIGNATURE)  
(NAME)


(OFFICIAL ADDRESS)

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

**Sheet 2 of 2**

**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.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b></p>
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**F-5**

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

No.:

Date:

To,  
Maharashtra Natural Gas Limited,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Raod, 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 LIMITED</b>	<b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</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



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b></p>
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**F-7  
CERTIFICATE**

To,  
Maharashtra Natural Gas Limited,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Raod, 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)**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b></p>
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Sheet 1 of 2

F-8

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

TO:

M/s Maharashtra Natural Gas Limited  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Raod, Baner,  
Pune – 411045


Dear Sir,

M/s \_\_\_\_\_ have been awarded the work of  
\_\_\_\_\_ for Maharashtra Natural Gas Limited, PUNE  
against Purchase Order No. \_\_\_\_\_.

The Contracts conditions provide that the SUPPLIER 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.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b></p>
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3. Your right to recover the said sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_) from us in manner aforesaid will not  
be affected or suspended by reason of the fact that any dispute or disputes have been  
raised by the said M/s \_\_\_\_\_ and/ or that any dispute or  
disputes are pending before any officer, tribunal or court.

**Sheet 2 of 2**


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

Yours faithfully,

\_\_\_\_\_ Bank


By its Constituted Attorney

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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b></p>
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#### **INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE**

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Pune.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b>
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### **FORMAT FOR TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,  
M/s Maharashtra Natural Gas Limited  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Raod, Baner,  
Pune – 411045


Sub: Acceptance of Terms & Conditions of Tender.

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

Name of Tender / Work: -

Dear Sir / Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:  
\_\_\_\_\_  
as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b></p>
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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)

**Attachment- 1**

**UNDERTAKING ON LETTERHEAD**

To,  
M/s Maharashtra Natural Gas Limited,  
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:

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b></p>
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## **SECTION – IV**


### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Purchasing of Safety PPE's for MNGL Employees all GA's for City Gas Distribution Project of MNGL, Pune BID NO. MNGL/CP/2023-24/68</b>
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## **C O N T E N T**

- 1.0 SCOPE OF SUPPLY
- 2.0 DELIVERY SCHEDULE
- 3.0 PAYMENT TERMS
- 4.0 PRICE REDUCTION SCHEDULE
- 5.0 GENERAL INFORMATION – CONSIGNEE ADDRESS, PAYING AUTHORITY ETC.



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## SECTION - IV

### Scope of Work:

The scope of work is to provide safety PPE's to MNGL. Specification of materials are as follows: -


Sr No.	Items	Description of Article	Qty Req	Design Requirement
1	Safety Shoes	<b>Make: Delta Plus</b> Pertuis3 S1P SRC Green-Black suede leather safety shoes with Double density PU sole Non-Metallic	140	-
2	Safety Helmet	<b>Make: Delta Plus</b> Quartz UP - IV (White & Green)	140	<b>Logo</b> Front - (1.5" x 1")
3	Hi-visibility Jacket	<b>Make: Reflectosafe</b> Pro Hi visibility safety Jacket with 2 side colour logo printed with reflective tape	140	<b>Logo</b> <b>(Material - Tery cotton)</b> a. Front (Left Side) - (2" x 1.5") b. Back (Centre) - (7" x 2.5") (MNGL)
4	Earmuffs	<b>Make: Udyogi</b> EY22-1 Earmuff Neon-Black cup 32db	100	-
5	Ear Plugs	<b>Make: Honeywell</b> 1000106I Bilsom 304L-I (NRR 29 dB)	300	-
6	Safety Goggles	<b>Make: Delta Plus</b> Pacaya - Clear - Lyviz	140	-
7	Safety Hand Gloves	<b>Make: Udyogi</b> Cotton, should be PVC Dotted for grip	100	-


**Delivery Location: MNGL Office, Baner Pune.**

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## TECHNICAL SPECIFICATION FOR PERSONAL PROTECTIVE QUIPMENTS


### 1. Safety Shoes:

<b>Make</b>	Delta Plus
<b>Model</b>	PertuiS3 S1P SRC Safety Shoe
<b>Color</b>	Green – Black Suede Leather & Mesh
<b>Product Specification</b>	Upper: Split suede leather and mesh. Lining: Polyester. In sock: Removable premolded - Polyamide on EVA. Outsole: Injected - Dual density PU. Nonmetallic footwear (Composite Toe).
<b>Size</b>	6,7,8,9,10,11,12
<b>Photo</b>	


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**Safety Helmet:**

<b>Make</b>	Delta Plus
<b>Model</b>	QUARTZ UP IV
<b>Color</b>	White, Green
<b>Product Specification</b>	<p>Ventilated UV-resistant high-density polypropylene (PP) safety helmet.</p> <p>Polyamide cradle: 3 textile bands with 8 fixing points. Foam sweat band.</p> <p>Innovative adjustable ROTOR system: head sizes 53/63 cm. 2 possible positions of the headband (high/low) for better comfort.</p> <p>Polypropylene (PP).</p> <p>Harness: Textile lining: polyamide. Sweat band: polyester foam.</p> <p>Anchorage: HDPE.</p> <p>Headband: LDPE.</p> <p>Adjustable ventilation.</p> <p>One-D Rotor ergonomic clamping system.</p> <p>One-handed adjustment with or without gloves.</p>
<b>Size</b>	Standard Size (Adjustable)
<b>Logo / Branding</b>	<p>At the front side of Safety Helmet (As displayed in Photo)</p> 
<b>Photo</b>	

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**2. Reflective / Hi-visibility Jacket:**

<b>Make</b>	Reflecto-safe
<b>Model</b>	
<b>Color</b>	Fluorescent Green with 3M Reflective Tape
<b>Product Specification</b>	<p>Design- Front zipper opening 1 horizontal, 2 pockets + collar.  Fabric- 100% polyester 80 GSM plain / 60 GSM netted fabric.  Reflective tape- 1" 3M 2925 reflective material on collar and pockets' 2" 3M.  Reflective material on vest.  Reflectivity- 500 cd/(lx.m2).  Washes- Reflective tape certified for 25x washes.</p>
<b>Size</b>	Sizes will be provided later
<b>Logo / Branding</b>	<p><u>(Material - Tery cotton)</u>  a. Front (Left Side) - (2" x 1.5") - Logo Only  b. Back (Centre) - (7" x 2.5") <b>(MNGL)</b>  (As displayed in Photo)</p> 
<b>Photo</b>	

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**Earmuffs:**

<b>Make</b>	Udyogi
<b>Model</b>	EY 22-1 Earmuff
<b>Color</b>	Neon – Black
<b>Product Specification</b>	NRR - 32 db. Foldable Cup. Standard: EN352-1.
<b>Size</b>	Standard Size (Adjustable)
<b>Logo / Branding</b>	-


**Photo**



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### 3. Earplugs:


<b>Make</b>	Honeywell
<b>Model</b>	Corded Disposable Ear Plug (1000106I Bilsom 304L-I)
<b>Color</b>	Neon – Black
<b>Product Specification</b>	NRR - 29 db. Corded Disposable Ear Plug. Polyurethane foam. Shall comply with- EN Standard- EN352 IS Standard- IS9167
<b>Size</b>	Standard Size
<b>Logo / Branding</b>	-
<b>Photo</b>	

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**4. Safety Goggles:**

<b>Make</b>	Delta Plus
<b>Model</b>	PACAYA CLEAR LYVIZ
<b>Color</b>	Clear
<b>Product Specification</b>	<p>Polycarbonate single lens glasses. Integrated polycarbonate nose piece. Adjustable nylon arms. Side protection.  Frame: nylon.  Lenses: polycarbonate.  Shall comply with-  EN166:2001 PERSONAL EYE-PROTECTION  EN170:2002 ULTRAVIOLET FILTERS UV 2C-1.2</p>
<b>Size</b>	Standard Size (Adjustable)
<b>Logo / Branding</b>	-
<b>Photo</b>	




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**5. Safety Hand Gloves:**

<b>Make</b>	Udyogi
<b>Model</b>	
<b>Color</b>	White / Grey (GLOVES POLKA DOTTED SINGAL SIDE)
<b>Product Specification</b>	<p>PVC dotted gloves Seamless polyester cotton 7-gauge shell Single side dot Knit wrist. Industry: Suitable for all types of industries. Application: All types of general use, material handling, high dexterity.</p>
<b>Size</b>	Sizes will be provided later
<b>Logo / Branding</b>	-
<b>Photo</b>	



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**Payment Terms and condition-**

100% (Hundred percent) payment of the order value shall be paid progressively within 15 days on receipt of material at site along with despatch documents.

The Contractor shall raise the Invoice(s) to the Owner for payment of Bills as actual. Payment shall be made based on actual work done & certified by Engineer-in-charge and completion of all contractual obligations. Payment shall be made within 15 days from the date of submission of bill certified by Engineer in Charge.

**Delivery Schedule-**

The delivery of order should be done within 6 weeks from the date of work order.


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## SECTION-VII

### UNQUOTED PRICE SCHEDULE/ SCHEDULE OF RATES (SOR)

#### PRICE SCHEDULE / SCHEDULE OF RATES (SOR) FOR INDIAN (DOMESTIC) BIDDERS

Sl. No.	Item Description	Unit	Quantity	Destination	Quoted / Not Quoted
1	<b>Personal Protective Equipments as per Technical Specification</b>				
1.01	Safety Shoes Make: Delta Plus Pertuis3 S1P SRC Green-Black suede leather safety shoes with Double density PU sole Non-Metallic	No.	140	Pune	
1.02	Safety Helmet Make: Delta Plus Quartz UP - IV (White & Green) Logo Front - (1.5" x 1")	No.	140	Pune	
1.03	Hi-Visibility Jacket Make: Reflectosafe Pro Hi visibility safety Jacket with 2 side colour logo printed with reflective tape Logo (Material - Tery cotton) a. Front (Left Side) - (2" x 1.5") b. Back (Centre) - (7" x 2.5") (MNGL)	No.	140	Pune	
1.04	Ear Muffs Make: Udyogi EY22-1 Earmuff Neon-Black cup 32db	No.	100	Pune	
1.05	Ear Plugs Make: Honeywell 1000106I Bilsom 304L-I (NRR 29 dB)	No.	300	Pune	

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1.06	Safety Goggles Make: Delta Plus Pacaya - Clear - Lyviz	No.	140	Pune	
1.07	Safety Hand Gloves Make: Udyogi Cotton, should be PVC Dotted for grip	No.	100	Pune	

**Note:**

1. The Price Evaluation shall be done on Item-wise basis & the work shall be awarded at least cost to the Purchaser as mentioned in the BEC.
2. Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above. Bidder shall note that any error in estimating these taxes & Duties will be to Bidder's Account.
  - a. Goods & Service Tax @-----  
Please indicate the break up of above GST as under:
    - i) CGST @\_\_\_\_\_
    - ii) SGST @\_\_\_\_\_
    - iii) IGST @\_\_\_\_\_
    - iv) UGST @\_\_\_\_\_

**Seal & Signature of Bidder**