



**MAHARASHTRA NATURAL GAS LIMITED
(MNGL)**

**Tender for rate contract for the period of one year
for appointment of Direct Marketing Agency (DMA)
for City Gas Distribution Network of Pune, Nashik,
Sindhudurg and Ramanagara GA.**

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

Bid Document No.: MNGL/CP/2024-25/27 dated 21.05.204

 MAHARASHTRA NATURAL GAS LIMITED	Tender for rate contract for the period of one year for appointment of Direct Marketing Agency (DMA) for City Gas Distribution Network of Pune, Nashik, Sindhudurg and Ramanagara GA Bid No.: MNG/CP/2024-25/27
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PART - A

1.0 INVITATION FOR BIDS (IFB)

BID DOCUMENT NO.: MNG/CP/2024-25/27

Date: 21.05.2024.

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

1.0 TENDER INFORMATION

Tender document number	MNG/CP/2024-25/27 dated 21.05.2024
ITEM(S)	Rate contract for the period of one year for appointment of Direct Marketing Agency (DMA) for City Gas Distribution Network of Pune, Nashik, Sindhudurg and Ramanagara GA.
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Scope of Work
EARNEST MONEY/ BID SECURITY	Rs. 2,00,000/- (Rupees Two Lakhs Only) in the form of Demand Draft/BG/Online through e-portal to be in favour of “Maharashtra Natural Gas Ltd.” payable at Pune.
TENDER FEE ((Non-refundable)	Not applicable
BID VALIDITY	4(four) months from the bid due date
BID SECURITY VALIDITY	6(six) months from the bid due date
Pre-bid meeting date and time	27.05.2024 till 12:00 Hrs. IST Pre-Bid VC Link: https://meet.google.com/irz-zuun-uet
Bid submission due date and time	05.06.2024 till 15:00 Hrs. IST
Bid Submission at	https://etenders.gov.in
Techno-commercial bid opening date and time	06.06.2024 at 16:00 Hrs. IST
Price bid opening date and time	Date and time shall be intimated later
Address for submission of EMD/Bid Security and venue for pre-bid meeting and opening of bids	General Manager (C&P) C&P Department, Maharashtra Natural Gas Limited, Pride Purple Coronet, 2 nd Floor, Baner Road, Baner, Pune – 411045

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Contact details	Telephone: +91 (20) 25611000/1190/1155 Email: gasaid@mngl.in / neeraj@mngl.in
BIDDER ELIGIBILITY CRITERIA & BID EVALUATION CRITERIA	As per Annexure – I to IFB

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

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

2.0 BIDDING PROCEDURE

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

Note: To participate in the e-tendering, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder 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 & nonregistration.

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

3.0 DOWNLOADING OF TENDER DOCUMENT

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

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

4.0 PRE-BID MEETING

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

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

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

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

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

Advisories for the bidders attending the pre-bid meeting:

- (1) All the Bidders who have submitted their registration details and interest to attend the pre-bid meeting will be invited to join as guests through the link shared in mail.
- (2) All bidders/participants mandatorily have to pin MNGL screen on their computer screens during the pre-bid meeting.
- (3) Bidders shall be allowed to discuss their queries in sequence of their responses received.
- (4) Time slot shall be allotted to each bidder to ask his queries.

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

5.0 OTHERS:

5.1 Bid Document is non-transferable.

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

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

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

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

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

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

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

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

5.8 ZERO DEVIATION TENDER

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

- i) Do not meet BEC Criteria
- ii) Bid Security
- iii) Performance Security (Contract Performance Bank Guarantee), 10% of Contract/Order value
- iv) Delivery Period
- v) Terms of Payment
- vi) Force Majeure
- vii) Resolution of Dispute/Arbitration

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- 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) If The Bidder is put on Black / holiday list by MNGL/MoP&NG/Oil Public Sector Enterprise(s)
- xiv) Bidder is under liquidation
- xv) Bids not conforming to technical specification/requirements.
- xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xvii) Price Reduction Schedule.

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

THIS IS NOT AN ORDER

Yours faithfully,
for Maharashtra Natural Gas Limited, Pune

Ganesh Said
General Manager (C&P)

Encl. 1. 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.

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ANNEXURE-I to IFB

BIDDER'S ELIGIBILITY CRITERIA (BEC) FOR RATE CONTRACT FOR THE PERIOD OF ONE YEAR FOR APPOINTMENT OF DIRECT MARKETING AGENCY (DMA) FOR CITY GAS DISTRIBUTION NETWORK OF PUNE, NASHIK, SINDHUDURG AND RAMANAGARA GA

0.0 INTRODUCTION

Maharashtra Natural Gas Limited (MNG) is a joint venture company of M/s. GAIL (India) Limited and M/s. Bharat Petroleum Corporation Limited (BPCL). MNG has been incorporated to supply natural gas to domestic, commercial and industrial sectors including setting up of CNG filling stations to cater to the automobile sector for vehicle in Pune City including Pimpri-Chinchwad & adjoining contiguous area of Hinjewadi & Talegaon, Valsad (except already authorized), Dhule, Nashik District, Sindhudurg District in Maharashtra & Ramanagara District in Karnataka. Also work is in progress in newly secured GAs of Buldana, Nanded & Parbhani District (Maharashtra) and Nizamabad, Adilabad, Niral, Mancherial and Kumuram Bheem Asifabad, Kamareddy districts (Telangana)

1.0 BRIEF PROJECT DETAILS:

This tender deals with rate contract for the period of one year for appointment of Direct Marketing Agency (DMA) for City Gas Distribution Network of Pune, Nashik, Sindhudurg and Ramanagara GA.

2.0 Bidder's Eligibility Criteria: The following are the BEC parameters:

2.1 TECHNICAL:

Bidder must have experience of having executed a single work order of value not less than Rs. 5 Lakhs or two work orders of value not less than Rs.2.5 Lakhs each in any of the following areas for either Meter reading or any type of service involving visit to the premises of consumers viz. address verification / collection recovery / maintenance of home appliances / registration / acquisition of new consumers etc. in India during the last 5 years reckoned from the final bid due date of the tender for: (a) City Gas Distribution (CGD) company OR (b) Banks, Mobile Service Providers, Credit Cards, Electricity OR (c) any other utility companies OR (d) retail network companies having large dealers / franchisee / consumer base involved in extensive door to door marketing / service.

The bidder shall provide documentary evidence viz. copies of detailed Purchase Order / Work Order along with completion certificate issued by client for meeting above.

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3.0 Bidding Philosophy & Evaluation and award of work:

3.1 Evaluation Methodology:

The following shall be specified in the tender for evaluation & award:

- i) The bidder is required to quote for the complete SOR of the quoted Geographical Area (GA) as given in the tender failing which the offer shall not be considered for evaluation.
- ii) Unit rates & estimated quantities shall be indicated for each item in Schedule of Rates". Bidder shall quote / mention overall discount or mark up in percentage in "Price Schedule" applicable on the unit rates in range from -5 to +5 in terms of percentage (%), for evaluation and award. Non-acceptance of declared rates shall render the bid liable for rejection. Quoted % rates shall be applicable uniformly to all the SOR items (+ or -). If bidders total quoted price is found lower / higher beyond 5% of declared rates, then their offer will be rejected and not considered for further evaluation. Price Bid offers not meeting the above requirement will be rejected and will not be considered for further evaluation.
- iii) Evaluation & award shall be done as per complete SOR (i.e., on total evaluated price including all taxes & duties) for each Geographical Area separately.
- iv) Bidders are required to get themselves acquainted with scope of work and site conditions so as to quote rates for all the items.
- v) Based on the evaluated total price, the inter-se ranking of the bidders i.e. L1, L2, L3 and so on will be made.

Note : In case of tie for two or more bidders, the inter-se ranking shall be decided based on the basis of highest turnover in any one of the preceding 3 financial years i.e. 2021-22, 2022-23 & 2023-24 amongst the bidders.

- vi) MNGL reserves the right to negotiate the rates with L1 bidder.
- vii) Rates negotiated / accepted of L1 bidder will become uniform rates for complete scope of work for each GA separately.
- viii) All the bidders of each GA (L2, L3, L4 & so on) will be asked to match the negotiated / finalized uniform rate of L1 for that particular GA. Bidders who do not match L-1 rate will not be considered for award.

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2.4.2 In first phase, service orders shall be issued to the agencies, as under:

i) Pune GA:

L1: Rs.10 Lakhs
L2 to L10: Rs. 7.5 Lakhs each
L11 to L25: Rs. 5 Lakhs each
L26 to L42: Rs. 2.5 Lakhs each

ii) Nashik GA:

L1: Rs.10 Lakhs
L2 to L10: Rs. 7.5 Lakhs each
L11 to L25: Rs. 5 Lakhs each
L26 to L42: Rs. 2.5 Lakhs each

iii) Sindhudurg GA:

L1 : Rs. 5 Lakhs
L2 to L5 : Rs. 2 Lakhs each

iv) Ramanagara GA:

L1 : Rs. 5 Lakhs
L2 to L7 : Rs. 2.5 Lakhs each

2.4.3 Further as per requirement of the company, service orders may be issued to the other techno- commercially qualified bidders against the subject tender who submit their consent for execution of works at L1 rate for smaller order value, at the discretion of MNGL.

2.4.4 Additional service orders may be issued to the agencies performed satisfactorily, during the contract period of 1 year.

2.4.5 Also, for registrations from gasified societies in Pune GA, keeping in view the requirement of more number of DMAs for the purpose of PNG registration to achieve the huge target of DPNG. MNGL reserves the right to issue service order to other interested agencies such as Self-help groups/NGO & who have certified trained manpower from agency viz. Hydrocarbon Skilled Development Council or equivalent and who may not have participated in the bidding process and ready for execution of works at L-1 rate, service order will be issued in following manner after receipt of the written consent.

a. First service order of Rs. 1 Lakh (approx.) will be issued.

b. After successful completion of awarded work within specified time period, further service order of Rs. 2 Lakhs will be issued.

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c. After successful completion of awarded work in both the issued orders, additional service order of Rs. 2 Lakhs will be issued.

Those who will complete the above service orders (i.e., 1 Lakh + 2 Lakh + 2 Lakh) to the satisfaction of Engineer-Incharge within the specified time frame, service order of Rs. 5 Lakhs (approx.) will be issued at L-1 rate.

Note: One party against above clause shall get maximum cumulative order upto Rs. 10 Lakhs only.

2.4.6 However, maximum value of the total service orders to be issued against above mentioned clause no. 2.4.5 is restricted to Rs.50 lakhs.

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**Annexure- I to IFB
FORMAT-A**

ANNUAL TURNOVER

Applicant's Legal Name:

Date:

Tender No.:

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Each bidder must fill in this form (Single Entity)

Annual Turnover data for the last 3 audited financial years.

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

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

Signature of Bidder

(*) To filled by Owner

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**Annexure- I to IFB
FORMAT-B**

FINANCIAL SITUATION

Applicant's Legal Name:

Date:

Tender No.:

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

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

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

- All such documents reflect the financial situation of the bidder and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant
- Historic financial statements must be complete, including all notes to the financial statements
- Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial period shall be requested or accepted).

Signature of Bidder

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

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2.0 ACKNOWLEDGEMENT CUM CONSENT LETTER

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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

Kind Attn: Shri Ganesh Said, General Manager (C&P)

Sub:

Dear Sir,

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

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

- I) POSTAL ADDRESS : _____

- II) TELEPHONE NO. : _____
- III) TELEFAX NO. : _____
- IV) E-MAIL : _____
- V) CONTACT PERSON : _____

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

Reasons for non-submission of Bid:

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COMPANY'S NAME : _____

SIGNATURE : _____

NAME : _____

DESIGNATION : _____

DATE : _____

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

(SIGNATURE OF BIDDER)

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3.0 SUBMISSION OF BID

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for rate contract for the period of one year for appointment of Direct Marketing Agency (DMA) for City Gas Distribution Network of Pune, Nashik, Sindhudurg and Ramanagara GA</p> <p>Bid No.: MNG/CP/2024-25/27</p>
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SUBMISSION OF BID

From:

M/s.

To:

M/s Maharashtra Natural Gas Limited

Pride Purple Coronet, 2nd Floor,

Baner Road, Baner,

Pune – 411045

Ph.No. : 91-20-25611000

1. I/We hereby tender for execution of the WORKS of **Tender for rate contract for the period of one year for appointment of Direct Marketing Agency (DMA) for City Gas Distribution Network of Pune, Nashik, Sindhudurg and Ramanagara GA** as per TENDER DOCUMENT within the Time Schedule of completion of work for jobs, as separately signed and accepted by me/us, at the Schedule of Rates quoted by me/us for the whole work in accordance with Notice/Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates of Completion of Job, and other documents and papers, all as detailed in the Tender documents.
2. It has been explained to me/us that the time stipulated for jobs and completion of WORKS in all respects and in different stages mentioned in the "Time Schedule" of completion of jobs and signed and accepted by me/us in the essence of the CONTRACT. I/We agree that in the case of failure on my/our part to strictly observe the Time of Completion mentioned for jobs or any of them and to the Final Completion of WORK in all respects according to the schedule set out in the said "Time Schedule" of completion of jobs. I/We shall pay compensation to the OWNER as per provisions and stipulations contained in General Conditions of Contract and I/We agree to recovery being made as specified therein. In exceptional circumstances, extension of time which shall always be in writing may, however, be granted by the Engineer-in-Charge at his entire discretion for some items of work, and I/We agree that such extension of time will not be counted for the extension of completion dates stipulated for job and for the Final Completion of WORK as stipulated in the said "Time Schedule" of completion of jobs.
3. I/We agree to pay the Earnest Money and Contract Performance Bank Guarantee (CPBG) and accept the terms and conditions laid down in the memorandum below in this respect.

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MEMORANDUM

(a) General Description of Work _____

(b) Contract Performance Bank Guarantee (CPBG) **10% of the 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. If I/We fail to commence the work specified in the Memorandum in Para (3) above, or I/We to deposit the amount of Contract Performance Bank Guarantee (CPBG) specified in the Memorandum in (3) above, I/We agree that the said OWNER or its successors without prejudice to any other right or remedy be at liberty to cancel the Notice of Acceptance of Tender if I/We fail to deposit the Contract Performance Bank Guarantee (CPBG) as aforesaid or to execute an Agreement or to start WORK as stipulated in the Tender Documents.

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

Dated the _____ day of _____ 2024

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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1.0 INSTRUCTION TO BIDDERS (ITB)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for rate contract for the period of one year for appointment of Direct Marketing Agency (DMA) for City Gas Distribution Network of Pune, Nashik, Sindhudurg and Ramanagara GA Bid No.: MNG/CP/2024-25/27
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- 38. Notification of Award
- 39. Signing of Agreement
- 40. Contract Performance Security
- 41. Corrupt or Fraudulent Practices
- 42. Land Boarder

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INSTRUCTIONS TO BIDDERS

INSTRUCTION FOR ONLINE BID SUBMISSION

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

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment" option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct / true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors / bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering, possession of valid Digital Signature Certificate (Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

SEARCHING FOR TENDER DOCUMENTS

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

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

PREPARATION OF BIDS:

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

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

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BG/others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

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- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**

Bidders shall download the Schedule of Quantities & Prices i.e. Schedule of Rates, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, there after 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.

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

A. GENERAL

1. Scope of Bid

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

2. Eligible Bidders

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

3. Bid Evaluation Criteria:-

3.1 Technical

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

3.1.2 Equipment Deployment Criteria

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The bidder shall meet the requirement regarding deployment and ownership of minimum critical construction equipment as specified in SCC Technical of the bidding document.

3.2 Financial - As per Annexure – I of IFB

3.3 Bidder shall not be affiliated with a firm or entity, (i) that has provided consulting services related to Works to Employer during preparatory stages of Works or of the Project of which the Works form a part, or (ii) that has been hired (or is proposed to be hired) by Employer as Engineer/ Consultant for the contract.

3.4 Bidder shall meet the technical, as well as, commercial qualification criteria as stated above. Bidder shall furnish necessary documentary evidence such as LOA Copy/ Audited Financial Statement (**UDIN from CA is compulsory on financial document**) along with the bid, to justify meeting the stipulated qualification criteria. In absence of requisite documents as stated above, MNGL reserve the right to reject the bid without making any reference to the bidder.

4. Bids from Consortium – Not applicable

5. One Bid per Bidder

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

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

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

5.3 Alternative Bids shall not be considered.

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

6. Cost of Bidding

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

7. Site Visit

7.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

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7.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.3 The Employer may conduct a Site visit concurrently with the pre-bid meeting.

B. BIDDING DOCUMENTS

8. Content of Bidding Document

8.1 The Bidding Documents/ Tender Documents should be read in conjunction with any addenda issued in accordance with ITB Clause 10. Volume I of III Volume II of III Volume III of III

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

9. Clarification of Bidding Documents

9.1 A prospective bidder requiring any clarification of the Bid Documents may notify the Owner and / or the Consultant as the case may be, in writing or by 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 MNG website www.mngl.in along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

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

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 MNG'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

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take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders query hosted on the above websites before submitting the bid.

- 10.3 Bidders are advised to visit MNGL's websites and CPPP's e-tendering website from time to time to get updated information / documents.
- 10.4 In case of any inconsistency between an addendum and this tender document, the addendum shall prevail and in similar case between two or more addenda, the last issued addendum shall prevail.
- 10.5 The Purchaser may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the addenda / corrigenda issued.

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

- 12.1 **The bid prepared by the bidder shall comprise the following components:**

- 12.1 **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

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- Employer's technical specification and demonstrating supplies substantial responsiveness to the specifications.
- ix) Copy of Bid security in accordance with IFB & Clause 16 of ITB to be furnished either in the form of Cashier's / Banker's cheque / Bank Draft payable to MNGL at Pune/ Bank Guarantee as per format F-4.
 - x) Letter of authority in favour of any one or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.
 - xi) Confirmation of no deviation as per Format F-6.
 - xii) Present commitments strictly as per form F-9.
 - xiii) Indian Bidders are required to submit Employees Provident Fund registration certificate, ESIC registration certificate, Professional Tax Registration certificate, Labour welfare registration under Maharashtra Labour Welfare Fund Act and Shop Act Registration certificate.
 - xiv) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.
 - xv) Any other information/details required as per bid document.

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

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- 13.2 Prices must be filled in format for 'Schedule of Rates' enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the bid is liable to be rejected.
- 13.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the SOR.
- 13.4 All duties and taxes including applicable Custom duty, Works Contract tax, Goods & Service Tax and other levies payable by the Contractor under the Contract, or for any **other cause, shall be included in the rates and prices and the total bid price submitted by the bidder.**
- 13.5 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account except statutory variations in Goods & Service tax as mentioned below.
- Statutory variations in Goods & Service Tax on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to MNG. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to MNG.
- 13.6 The Bidder shall quote the prices both in figures as well as in words. There should not be any discrepancies between the price indicated in figures and the price indicated in words. In case of any discrepancy, the price indicated in words shall prevail over the price indicated in figure.
- 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 in the name of Director (Commercial), MNG, Pune
- 14. Bid Currencies – 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

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validity of its bid security for the period of the extension and in accordance with Clause 16 in all respects.

16. Bid Security

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

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

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

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

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

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

- a) If a bidder withdraws his bid during the period of bid validity.
- b) in the case of a successful bidder, if the bidder fails:
 - i) to accept the Notification of Award/Service Order (SO) or
 - ii) to furnish Contract Performance Security in accordance with Clause-40.
 - iii) to accept arithmetical corrections,

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

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

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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 1such 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 Contract/Order value
- iv) Delivery Period
- v) Terms of Payment
- vi) Force Majeure
- vii) Resolution of Dispute/Arbitration
- viii) Termination of Contract,
- ix) Warranty and Guarantee
- x) Offer not submitted for complete scope of work
- xi) Firm prices
- xii) Prices not quoted as per Schedule of Rates formats.
- xiii) The bidder is not Black / holiday list by MNG/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.

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

20. Mode of Payment

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

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

D. SUBMISSION OF BIDS

22.0 DEADLINE FOR SUBMISSION OF BID

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

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

23.0 LATE BIDS

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

24.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

E. BID OPENING AND EVALUATION

25. Bid Opening

25.1 The Purchaser will open all bids on the e-tendering portal

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.

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

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

26. Process to be Confidential

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

27. Contacting the Employer

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

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

28. Examination of bids and Determination of Responsiveness

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

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

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

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

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

29.0 OPENING OF PRICE BID

29.1 In case of two-part bidding, the Bidders whose bids are found substantially shall be opened online (e-tender).

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29.2 The bid prices stated in the price schedules will be announced during price bid opening. (e-tendering portal)

30. Correction of Errors

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

- a) where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
- b) where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

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

31. Conversion to Single Currency for Comparison of Bids - NOT APPLICABLE

32. Evaluation and Comparison of Bids

32.1 The evaluation and comparison of bids will be done as per the provisions of the bid evaluation criteria 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 - VOID

F. AWARD OF CONTRACT

36. Award

36.1 Subject to Clause 29, MNG 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 MNG 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 MNG'S ACTION.

38. Notification of Award

38.1 Prior to the expiration of period of bid validity MNG 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.

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- 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.

Also, successful bidder has to ensure that purchase order (PO) of long lead items (i.e. fittings and flanges) is made available to MNGL within 10 days of Service Order. Failure to do so shall result in termination of contract.

39. Signing of Agreement

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

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

40. Contract Performance Security

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

- 40.2 The contract performance security shall be for an amount equal to 10% of the 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.

- 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:

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

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

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

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

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

- IV. "Bidder from a country which shares a land border with India" for the purpose of this:
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or

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- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- V. "Beneficial owner" for the purpose of above (IV) will be as under:
- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
- Explanation—
- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- VI. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
- VII. The Successful bidder shall not be allowed to subcontract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VIII. SUBMISSION OF CERTIFICATE IN BIDS: Bidder shall submit a certificate in this regard as Format F-18. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground

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for immediate rejection of the bid/termination and further action as per “Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices” of tender document.

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

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2.0 ANNEXURE TO INSTRUCTIONS TO BIDDERS (ITB)

CONTENTS

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

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EVALUATION / COMPARISON OF BIDS

1.0 The Employer will examine the bids to determine whether the bids are complete as per Check List and are in order.

2.0 **EARNEST MONEY DEPOSIT**

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

Note:

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

3.0 **DEVIATION TO STIPULATIONS**

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

4.0 **CONFORMANCE TO SCOPE OF WORK**

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

5.0 **EVALUATION OF PRICE BIDS**

ii) As per BEC Criteria above

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

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

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CONTENT

Sl. No.	Description
1)	F-1 : Bidder's General Information
2)	F-2 : Bid Form
3)	F-3 : List of Enclosures
4)	F-3A : Financial Detail
5)	F-4 : Proforma for Bank Guarantee for EMD/ Bid Security Instruction for Furnishing Bid Guarantee/ Bank Guarantee
6)	F-5 : Letter of Authority
7)	F-6 : No Deviation Confirmation
8)	F-7 : Certificate
9)	F-8 : Details of Similar Work done during past five years
10)	F-9 : Present commitments of the Bidder
11)	F-10 : Proforma of Bank Guarantee for Contract Performance Security
12)	F-11 : Mandate Undertaking for Procurement from a Bidder which shares a land border with India
13)	Format for Tender acceptance letter

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**F-1
BIDDER'S GENERAL INFORMATION**

To
M/s Maharashtra Natural Gas Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

- 1.1 Bidder Name : _____
- 1.2 Number of Years in Operation: _____
- 1.3 Registered Address : _____

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

(SIGNATURE OF BIDDER WITH SEAL)

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-1A
DETAILED INFORMATION ABOUT BIDDERS
(In case of open Tender)

1. IN CASE OF INDIVIDUAL

- 1.1 Name of Business
- 1.2 Whether his business is registered
- 1.3 Date of commencement of business
- 1.4 Whether he pays Income Tax over Rs.10, 000/- per year

2. IN CASE OF PARTNERSHIP

- 2.1 Name of Partners
- 2.2 Whether the partnership is registered
- 2.3 Date of establishment of firm
- 2.4 If each of partners of the firm pays Income Tax over Rs.10,000/- per year and if so, which of them pays the same.

3. IN CASE OF LIMITED LIABILITY COMPANY OR COMPANY LIMITED BY
GUARANTEE

- 3.1 Amount of paid-up capital
- 3.2 Name of Directors
- 3.3 Date of Registration of Company
- 3.4 Copies of the balance sheet of the company of the last three years.

(SEAL AND SIGNATURE OF BIDDER)

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**F-2
BID FORM**

To
M/s Maharashtra Natural Gas Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Dear Sir,
After examining/ reviewing the Bidding Documents for **Tender for rate contract for the period of one year for appointment of Direct Marketing Agency (DMA) for City Gas Distribution Network of Pune, Nashik, Sindhudurg and Ramanagara GA** including technical specifications, drawings, General and Special Conditions of Contract and schedule of rates etc. The receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of Tender for Rate Contract for appointment of the Contractors to attend D-PNG online connection and conversion requests with DMA activity for CGD Network of MNGL, Pune and in conformity with, the said Bid Document, including Addenda Nos. (if any).

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

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

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

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

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

SEAL AND SIGNATURE
DATE: _____

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)
WITNESS NAME:
ADDRESS:

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F-3

LIST OF ENCLOSURES

To,
Maharashtra Natural Gas Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. QA/OC Manuals.
3. Health Safety and Environment (HSE) Policy and HSE Manual.
4. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-3A.
5. Organization chart of the bidder and the structure assigned for execution of the work under this bid.
6. Methodology of execution of work.
7. Execution schedule with interlinking of various activities.
8. Copy of Bidding Documents along with addendum/ corrigendum no. duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.

(SEAL AND SIGNATURE OF BIDDER)

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**F-3A
FINANCIAL DETAIL**

EACH BIDDER MUST FILL IN THIS FORM

a) Annual Turnover data for the last 3 years.

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

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

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

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

1. Net Worth = Reserves + Capitals – Accumulated Loss

(SEAL AND SIGNATURE OF BIDDER)

(*) To be filled by Employer

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F-4

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY
(To be stamped in accordance with the Stamp Act)

Ref: Bank Guarantee No.
Date

To
M/s. Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045

Dear Sir(s),

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

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

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

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

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

WITNESS:
(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for rate contract for the period of one year for appointment of Direct Marketing Agency (DMA) for City Gas Distribution Network of Pune, Nashik, Sindhudurg and Ramanagara GA</p> <p>Bid No.: MNGL/CP/2024-25/27</p>
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(OFFICIAL ADDRESS)

Designation with Bank Stamp
Attorney as per
Power of Attorney No. _____
Date: _____

INSTRUCTIONS FOR FURNISHING BID-GUARANTEE / BANK GUARANTEE

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

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender for rate contract for the period of one year for appointment of Direct Marketing Agency (DMA) for City Gas Distribution Network of Pune, Nashik, Sindhudurg and Ramanagara GA Bid No.: MNGL/CP/2024-25/27
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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, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Dear Sir,

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

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

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

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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

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**F-7
CERTIFICATE**

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

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

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

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

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

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

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

(SEAL AND SIGNATURE OF BIDDER)

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**F-9
PRESENT COMMITMENTS OF THE BIDDER**

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

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

(SEAL AND SIGNATURE OF BIDDER)

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F-10

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

TO:
M/s Maharashtra Natural Gas Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Dear Sir,

M/s _____ have been awarded the work of _____ for Maharashtra Natural Gas Limited, vide Service Order No. _____ dated _____.

The Contracts conditions provide that the CONTRACTOR shall pay a sum of Rs.

_____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify 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.

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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.
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 Nashik, Ramanagara & Sindhudurga or High Court of Mumbai.
7. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully,

_____ Bank

By its Constituted Attorney

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

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

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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, 2nd Floor,
Baner Raod, Baner,
Pune – 411045

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir / Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for rate contract for the period of one year for appointment of Direct Marketing Agency (DMA) for City Gas Distribution Network of Pune, Nashik, Sindhudurg and Ramanagara GA</p> <p>Bid No.: MNG/CP/2024-25/27</p>
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PART-C

**GENERAL CONDITIONS OF CONTRACT (GCC-
SERVICES)**

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for rate contract for the period of one year for appointment of Direct Marketing Agency (DMA) for City Gas Distribution Network of Pune, Nashik, Sindhudurg and Ramanagara GA</p> <p>Bid No.: MNGL/CP/2024-25/27</p>
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ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS

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

AGREEMENT means the agreement concluded on non-judicial stamp paper between Maharashtra Natural Gas Ltd. and Service Provider for Services as per this Bid document.

Maharashtra Natural Gas Ltd./OWNER shall mean MNGL.

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

SERVICE PROVIDER'S REPRESENTATIVE means the person appointed from time to time by SERVICE PROVIDER for execution of the Contract.

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

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

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

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

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

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

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ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT

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

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

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

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

ARTICLE 3.3: MNGL REPRESENTATIVE

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

ARTICLE 3.4: SERVICE PROVIDER'S REPRESENTATIVE

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

MNGL shall be at liberty to object to any nomination and to require Service Provider to remove Service Provider's representative for good causes.

Service Provider shall replace immediately such person by competent substitute at no extra cost to MNGL.

3.4.2 Service Provider's Representative shall be entitled to act on behalf of Service

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Provider with respect to any decisions to be made under the Contract.

ARTICLE 3.5: PAYMENT TERMS

- 3.5.1 MNGL shall pay for the services rendered as per stipulation in the tender through at par cheque only. All Bank charges of Service Provider's Bankers shall be to the Service Provider's account.
- 3.5.2 Service Provider will invoice MNGL according to the terms and conditions provided in the tender. **Service Provider has to submit the declaration for authorized signatory for signing the invoices as well as other correspondence documents before raising the bills to concern Engineer-in-charge.**
- 3.5.3 Payment terms will be as per scope of work
- 3.5.4 In case of disputes concerning invoice(s), MNGL shall return said invoice(s) to Service Provider within fifteen (15) days from its/their receipt specifying in writing the reasons for its / their rejection.
- MNGL shall pay the undisputed amount of the invoice(s) according to Article - 3.5.3 hereof.
 - The disputed amount, if any, shall be paid after mutual settlement between MNGL and Service Provider.
 - Total or partial rejection of the invoice(s) shall not release Service Provider from any of its obligations under the Contract.

ARTICLE 3.6: PERFORMANCE GUARANTEE

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

The value of Contract Performance Guarantee shall be **10% of the Contract Value for the due performance of the Contract. The Contract Performance Guarantee shall be valid** for a period of three months

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beyond the guarantee/warranty period of the contract. The format of performance guarantee is annexed hereto . All expenses incurred in obtaining of such guarantee shall be borne by Service Provider.

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

ARTICLE 3.7: CONFIDENTIALITY

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

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

ARTICLE 3.8: TAXES AND DUTIES

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

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

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

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

ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION

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

- 3.9.2 All disputes, controversies, or claims between the parties (except in matters

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where the decision of the Executive/Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

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

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

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

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

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

ARTICLE 3.10: LEGAL CONSTRUCTION

3.10.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at Pune

ARTICLE 3.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for rate contract for the period of one year for appointment of Direct Marketing Agency (DMA) for City Gas Distribution Network of Pune, Nashik, Sindhudurg and Ramanagara GA</p> <p>Bid No.: MNGL/CP/2024-25/27</p>
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- 3.11.1 MNGL may suspend in whole or in part – the performance of services of Service Providers any time upon giving not less than fifteen (15) days’ notice.
- 3.11.2 Upon notice of suspension, Service Provider shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
- 3.11.3 Upon suspension of the performance of services, Service Provider shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.
- 3.11.4 By fifteen days’ prior notice, MNGL may request Service Provider to resume the performance of the services, without any additional cost to MNGL.
- 3.11.5 In case of suspension of work by Service Provider on MNGL request for more than 10 days, demobilization and remobilization charges will be paid to Service Provider as per Schedule of Rates.
- 3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

ARTICLE 3.12: PRICE REDUCTION SCHEDULE (PRS)

- 3.12.1 In case Service Provider fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 hereinafter or due to MNGL’s default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.
- 3.12.2 MNGL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Service Provider from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Service Provider and MNGL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which MNGL would have suffered on account of delay/ breach on the part of Service Provider and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of MNGL in the matter of applicability of price reduction shall be final and binding.

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3.12.3 Please refer penalties in Scope of Work.

ARTICLE 3.13: ASSIGNMENT

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

ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

- 3.14.1 In order to perform the services, Service Provider must obtain at its sole account, thenecessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep MNGL harmless and indemnify MNGL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protectedrights.
- 3.14.2 All documents, report, information, data etc. collected and prepared by Service Provider in connection with the scope of work submitted to MNGL will be property of MNGL.
- 3.14.3 Service Provider shall not be entitled either directly or indirectly to make use of the documents, reports given by MNGL for carrying out of any services with any third parties.
- 3.14.4 Service Provider shall not without the prior written consent of MNGL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 3.15: LIABILITIES

- 3.15.1 Without prejudice to any express provision in the contract, Service Provider shall be solely responsible for any delay, lack of performance, breach of agreement and/or any defaultunder this contract.
- 3.15.2 Service Provider shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.
- 3.15.3 The amount of liability will be limited to 10% of the contract value.

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ARTICLE 3.16: TERMINATION OF CONTRACT

3.16.1 Termination for Default

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

3.16.2 Termination for Insolvency

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

3.16.3 Termination for convenience

MNGL may by written notice sent to Service Provider, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent

to which performance of work executed as determined by MNGL till the date upon which such termination becomes effective.

ARTICLE 3.17: MODIFICATION

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

ARTICLE 3.18: CONTRACT/AGREEMENT

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

ARTICLE 3.19: FORCE MAJEURE

Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion

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- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Service Provider.

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

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

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

ARTICLE – 3.20: Rectification Period

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

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

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

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ARTICLE – 3.21: Sub Contract

Any sub contract to be made by the SERVICE PROVIDER relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by MNGL. Upon the request of MNGL, the Service Provider shall submit for MNGL prior approval, the terms of reference or any amendment thereof for such sub contractor’s SERVICES. Notwithstanding such approval, the Service Provider shall remain fully responsible for the performance of services under the CONTRACT.

ARTICLE – 3.22: Notices

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

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

ARTICLE – 3.23: Acquisition of Data

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

ARTICLE – 3.24

Insurance:

Service provider as far as possible shall cover insurance with Indian Insurance companies, including marine Insurance during ocean transportation.

i) EMPLOYEES STATE INSURANCE ACT (ESI):

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

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by third parties or by Central or State Government authority or any political subdivision thereof.

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

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

- ii) **EMPLOYEE'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
Insurance shall be effected for all the CONTRACTOR'S employees engaged in the performance of this Service Provider. If any of the work is sublet, the Service Provider shall require to provide employee's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR'S Insurance.
- iii) **ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER :**
Service Provider shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER.
- iv) **ACCIDENT OR INJURY TO WORKMEN:**
The OWNER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the Service Provider or any save and except an accident or injury resulting from any act or default of the OWNER, his agents or servants and the Service Provider shall indemnify and keep indemnified the OWNER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

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1. DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY :

- i)** Service Provider shall be responsible for making good to the satisfaction of the OWNER any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies with in the premises of all the work of the OWNER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Service Provide, his employees, agents, representatives etc.
- ii)** The Service Provide shall take sufficient care that employees /representatives/agents do not cause any damage to any person or to the property of the OWNER or any third party and in the event of any damage resulting to the property of the OWNER or of a third party cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the OWNER or ascertained or demanded by the third party shall be borne by the Service Provide.
- iii)** The Service Provide shall indemnify and keep the OWNER harmless of all claims for damage to property other than OWNER'S property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, subcontractors, his agents, representative of subcontractors.

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

ARTICLE – 3.26

In case the Service Provider fails to provide the required services under the contract to the satisfaction of MNG, MNG reserves the right to get the services through alternate agencies at the risk and cost of contractor and penal deduction shall be made, from the contractor's bills and the decision of MNG in this connection shall be final and binding on the contractor.

ARTICLE – 3.27

The tenderer hereby agrees to provide services and necessary such provision to carry out the work as given in the scope and description of work.

ARTICLE – 3.28

The work executed shall be to the satisfaction of MNG and contract rules shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for the completion in an efficient and workman like manner.

ARTICLE – 3.29

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The Service Provider (which shall include the contracting firm / company) shall be solely liable to obtain and abide by all necessary license / permissions from the concerned authorities as provided under the various labour laws / legislation including labour license from the competent authority under The Contract Labour (Regulation & Abolition) Act 1970.

ARTICLE – 3.30

The tenderer should have his PF account no. with Regional Provident Fund Commissioner and shall submit to the COMPANY proof of depositing the employee’s contribution, on monthly basis. **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..**

ARTICLE – 3.31

The Service Provider shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, The Employees State Insurance Act 1948, The Contract Labour (Regulation and Abolition) Act 1970, The Minimum Wages Act 1948, The Payment of Wages Act 1936, Workmen’s Compensation Act, 1923 and other relevant Acts rules and regulations in force from time to time in respect of the person deployed by him to carry out the obligation under the contract.

ARTICLE – 3.32

The Service Provider shall be responsible for necessary contributions towards PF, ESI or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to MNGL and shall deposit the required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees PF and shall be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of MNGL.

ARTICLE – 3.33

The Service Provider shall regularly submit all relevant records / documents in this regard to MNGL representative for verification and upon such satisfaction only, MNGL will allow payment to the Contractor.

ARTICLE – 3.34

The Service Provider shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues and employment of personnel deployed by him.

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ARTICLE – 3.35

The Service Provider shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.

ARTICLE – 3.36

The tenderer shall not engage any person(s) less than eighteen years of age and shall not pay less than what is prescribed under law.

ARTICLE – 3.37

MNGL RESERVES THE RIGHT TO:

- i. Reduce the rates at which payment shall be made if the quantity and quality of services although acceptable is not up to required standard.
- ii. Issue the Service Provider from time to time during the progress of the service such further instructions as shall be necessary for the purpose of proper and adequate execution of the service and the Service Provider shall carry out and be bound by the same.
- iii. In order the Service Provider to remove or replace any person engaged in providing the services to the COMPANY whom the company considers incompetent or unsuitable. Opinion of the representative in the competence of any person engaged by the contractor shall be final and binding on the contractor.

ARTICLE – 3.38

AWARD OF CONTRACT:-

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

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

ARTICLE – 3.39

The Service Provider shall be required to obtain requisite labour license / permission from the appropriate authorities as provided under the various labour regulations, before undertaking any contract work. The contractor shall exclusively be liable for compliance of the provisions of any Act, laws, rules and regulations having execution, taking over engagement of his personnel directly or indirectly for execution of work and the contractor hereby undertakes to indemnify the company against all actions, suits, proceedings, claims, losses, damages etc. which may arise due to his noncompliance of the provisions under

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various laws mentioned in this document or not herein specifically mentioned but having direct or indirect application for the persons engaged under the contract. Company shall not be liable in respect of any damages or compensation for any injury or for any occupational diseases, to the employment to any person engaged by the contractor and the contractor shall keep the company indemnified thereof.

ARTICLE – 3.40

During the currency of the job, if the work progress does not commensurate with time elapsed in respect of any person / persons engaged, the Service provider shall be liable to pay the company compensation as may be considered reasonable by the company.

ARTICLE – 3.41

In case of any default for more than three days in respect of services to be provided in accordance with the requirements specified by the officer in charge, Company will have the right to avail the services from other sources at the risk and cost of the Service provider or terminate the contract and forfeit his security deposit etc.

ARTICLE – 3.42

The company for any reason whatsoever of which the company shall be the sole judge may terminate this contract by giving notice of 15 days and the Service provider shall vacate the work place with his men and material on the expiry of such notice period in the event of such termination of the contract. The Service provider shall be paid for all the work executed up to the date of terminations of the contract including refund of security deposit subject to deduction of any dues, penalties, other recoveries etc within a period of two months at the discretion of the officer in charge.

ARTICLE – 3.43

MNGL reserve right to short close/ Terminate the contract any time based on non-performance/ poor performance during contractual period by giving 15 days notice.

ARTICLE – 3.44

The Service provider shall be liable for making good all damages / losses arising out of theft, pilferage of any furniture, equipment, fittings, fixtures, utensils, appliances whatsoever as may be caused directly or indirectly by the persons engaged by the contractor. At the appointed date, place hour the contractor shall make available persons to be engaged along with appropriate tools wherever stated.

ARTICLE – 3.45

The Service provider shall take charge of all the materials handed over to him by the company and will be responsible for any loss/damage thereof.

ARTICLE – 3.46

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The Service provider shall issue an identity card to all its employees engaged for the services to be provided. The contractor shall also provide at his own cost safety equipments, materials, uniforms etc to his employees. All the safety rules and regulations will be observed by the persons engaged under this contract.

ARTICLE – 3.47

The contract shall be directly and exclusively responsible for any liability arising due to any dispute between him and his employees and shall indemnify the company against all charges, dues, claims etc arising out of the disputes relating to the dues and employments of personnel deployed by him.

ARTICLE – 3.48

The Service provider shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligation.

ARTICLE – 3.49

For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the contractor and out of such amount or the amounts likely to fall due to the contractor (but without obligation to do so) make such payments as it may consider necessary for smooth working.

ARTICLE – 3.50

Service provider shall deploy the resources as per requirements.

ARTICLE – 3.51

The company shall have the power to issue necessary instructions to the contractor concerning discipline, decorum, work performance, safety etc. in respect of the employees of the contractor engaged by him for providing the services to the company and the contractor shall ensure compliance of all such instruction strictly.

ARTICLE – 3.52

No payments shall be payable other than schedules payment to the contractor.

ARTICLE – 3.53

The quoted rates shall be inclusive of Leave wages & other statutory payments for providing such services.

ARTICLE – 3.54

Income tax as per rule, any other taxes shall be deducted from contractor's monthly bill / bills. Income Tax deduction certificate shall be issued to the contractors.

ARTICLE – 3.55

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The bidder shall be deemed to have quoted after having satisfied himself to the total nature of work, site of work, surrounding the means access transport availability of services & to have obtained his information on all matters which can in any way influence his offer.

ARTICLE – 3.56

MNGL reserves the right to terminate the contract with 15 days notice without assigning any reason.

ARTICLE – 3.57

Bidder to confirm the unconditional acceptance to the following clauses of the tender

- i) Security Deposit./Performance bank guarantee
- ii) Schedule of Rates.
- iii) Termination.
- iv) Scope of Work.
- v) Arbitration.
- vi) Period of Validity Offer.

ARTICLE – 3.58

DOCUMENTS:

70.1 GENERAL

The tenders as submitted will consist of the following:

- i)** Complete set of Tender Documents (Original) duly filled in and signed by the tenderer as prescribed in different clause of the Tender Documents.
- ii)** Power of Attorney or a true copy thereof duly attested by an officer in case an authorized representative has signed the tender, as required
- iii)** Details of work of similar type and magnitude carried out by the Tenderer.
- iv)** Organisation chart giving details of field management at site, the tenderer proposes to have for this job.
- v)** Latest Balance sheet and profit & Loss Account / Turnover Certificate duly audited.
- vi)** The bidder shall submit the documentary evidence like certificate of registration with PF, ESIC authorities failing the bids are liable for rejection.

ARTICLE – 3.59

Failure by the Service provider to comply with the provisions of the contract:

3.59.1 If the Service provider refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any **of the provisions of** the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the Service provider :

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a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the Service provider 's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the Service provider and complete the same through a fresh contractor or by other means, at the risk and cost of the Service provider , and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) WITHOUT DETERMINING THE CONTRACT to take over the work of the Service provider or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the Service provider . The Service provider and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.

3.59.2 In such events of Clause 3.59.1 (a) or (b) above.

a) The whole or part of the Contract Performance Security furnished by the Service provider is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the Service provider the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilizing in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the Service provider as may be necessary and the Service provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the Service Provider on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the Service Provider . This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorized or required to be reserved or retained by the EMPLOYER.

3.59.3 Before determining the CONTRACT as per Clause 3.59.1 (a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the Service Provider is/are curable and can be cured by the Service Provider if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the Service Provider to cure the default within such time specified in the Notice.

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3.59.4 The EMPLOYER shall also have the right to proceed or take action as per 3.59.1 (a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.

3.59.5 Termination of the CONTRACT as provided for in sub-clause 3.59.1 (a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued up to the date of such termination.

ARTICLE – 3.60

Contractor remains liable to pay compensation if action not taken under Section 3.59

3.60.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 3.59 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub- clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date,

time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

ARTICLE – 3.61

Termination of contract

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3.61(A) TERMINATION OF CONTRACT FOR DEATH:

If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the diseased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the diseased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

3.61(B) TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC.

If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be at liberty:-

To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee up to an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.

3.61 (C) In case of termination of CONTRACT herein set forth (under Article 3.59) except under conditions of Force Majeure and termination after expiry of contract, the Service Provider shall be put under holiday [i.e. neither any enquiry will be issued to the party by Maharashtra Natural Gas Limited against any type of tender nor their offer will be considered by MNG against any ongoing tender (s) where contract between MNG and that particular Service Provider (as a bidder) has not been finalized] for three years from the date of termination by Maharashtra Natural Gas Limited to such Service Provider.

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Annexure-I to GCC

CONTRACT AGREEMENT

No. ...

AGREEMENT“.....(hereinafter called the "Job") made on day of between **(Name of Service provider & Address)** hereinafter called the “Service Provider” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the Maharashtra Natural Gas Ltd hereinafter called “MNGL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

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

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

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

AND WHEREAS

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

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

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

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

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

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

Signed and Delivered for and on behalf of EMPLOYER.

Signed and Delivered for and on behalf of **the Service provider**

MAHARASHTRA NATURAL GAS LIMITED

(**Service provider Name**)

Date: _____

Date: _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

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PART – D

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Scope of Work

Scope of work for Direct Marketing Agency (DMA) for registration of domestic connections for CGD Projects of Pune, Nashik, Sindhudurg & Ramanagara GA of MNGL, Pune

SCOPE OF WORK: The scope / specification covers but not limited to the minimum specified requirement for the various activities to be carried out by the DMA towards Direct Marketing Activities.

A) DMA's SCOPE

1.0 General:

- a. DMA shall, with due care & diligence, execute the work in compliance with all laws, by laws, ordinances, regulation etc. and provide all services and labor inclusive of supervision thereof.
- b. Before starting of work at site, DMA shall make himself familiarize for the work having obtained approval / clearance from Owner / MNGL.
- c. Without limiting the generality thereon, DMA shall do all work necessary at each of the job which is complete in all respect or as per the guidance /satisfactory / requirement of EIC.
- d. The primary responsibility of DMA is to create awareness, promotion of Piped Natural Gas (PNG) connection for domestic segment thereby ensuring that customers are given proper guidance / service and assisting them in filling the application / documents for PNG connection.
- e. DMA to assess the natural gas demand potential in prospective area / new area etc.
- f. DMA to interact with president / heads of the societies etc. as per instruction of EIC to secure permission for registrations / engineering work etc. in domestic case.
- g. Meeting with society should be conducted by Marketing executive within One week from date of intimation by EIC/AIC, failing to which Penalty will be imposed. (Rs.500/incident)
- h. DMA has to establish a marketing office of minimum 150 square feet in their allotted area or as approved by MNGL within two months from the date of Service Order and ensure all the office logistic like table, chair, PC, scanner, printer, internet, phone, visitors cabin etc. DMA has to submit the documents like MNGL approval for office, agreement etc. in his first RA bill. If fails a penalty of **Rs.5,000/- per month** will be applicable. All the data entry related activities to be carried out at DMA's office by a designated data entry operator.

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- i. If MNGL allotted more than one areas (AIC Area's) for marketing activities, Office set up should be at one location. Location should be finalized in consultation with MNGL EIC.
- j. DMA shall provide uniform and ID card to his staff
- k. Stationary such as A-4 size papers, pen etc and table, chair, projector etc and Laptop/tab etc. required for Marketing Activities shall be provided by DMA.
- l. Deliver the customer copy of Application Form to the respective customer.
- m. The DMA and their associated staff has no rights to commit on behalf of MNGL in writing or otherwise regarding the deliveries in form of connection completion and the discounting for gas prices.
- n. The DMA has no authority to enter in to cash transaction for and on behalf of MNGL.
- o. In an event of any cheque being dishonored for reasons attributable other than customer which are controllable and in purview of DMA, the DMA is penalized by way of deduction of the token amount from the Service Charges payable by MNGL and the customer booking is handled as per the prevailing SOP.
- p. DMA is required to comply with all norms mentioned in the PNGRB QoS. Some of them are listed as under:
 - Procedure to apply for a PNG connection
 - List of documents to be submitted at the time of application
 - Issue a numbered and dated receipt to the customer. The receipt has to be provided by DMA assigned by MNGL at the time of registration of customer, but handing over the receipt to the customer is responsibility of the DMA.
 - Register customers only after all the statutory permissions are in place and after a clear communication by Marketing team or AIC from MNGL.
 - Accept PNG connection application from the lawful owner of the premise and submit NOC of the lawful owner in case of tenant.
 - In case of any non-clarity on the documentation part, decision of MNGL will be final and binding
- q. DMA shall be fully equipped with manpower, vehicles, office, laptop, tab etc. which is required for obtaining registration through web, physical or any other mode as instructed by MNGL in time to time.

2.0 SURVEY & ASSESSMENT

The DMA shall visit all the non-registered societies, bungalows /flats, commercial customers, etc. as per directed or requirement by MNGL in new /non-gasified and gasified area to register the interested customers and submit the report to MNGL with information as society name, total no of flat,

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customer / chairman name with contact number, commercial customer name, contact no of the representative, demand of outlet etc.as per the format given by MNGL.

3.0 COMMUNICATIONS:

- DMA shall provide mobile phone and laptop to his staff, so effective communication from site to MNGL office can be done effectively and also can support to customer for filling application through web etc.
- All persons engaged by the DMA shall be DMA's own employee and they will claim no privileges from MNGL. The DMA will directly responsible for the administration of his employee as regard general discipline and courteous behaviors.
- All persons engaged by the DMA are required to pick calls from MNGL and should keep their phone in reachable mode on duty hours. Any lapse at their end will attract penalty.
- Sales Manager hired by the DMA will be responsible for co-ordination with DMA executives and instructions given by the MNGL. He shall be available for all the meeting called by MNGL for planning & execution of DMA Activities.
- Sales manager is also responsible for attending the review meetings called by MNGL with proper presentation / work plan etc. as directed by MNGL. DMA absent without intimation or presence without presentation as per agenda / requirement will attract the penalty of **Rs.5,000/-** per occasion.
- DMA will get health check-up of his crew as per recommendation/ guidelines of MNGL before starting of job and submit the reports / fitness certificate of Registered Medical Practitioner (Industries). He shall conduct the same of new members added to his team as and when.

4.0 WORK PLANNING:

- DMA shall notify the MNGL in written, about all the activities planned for the day through an email along with the Daily Progress Report (DPR) and the same shall have to reach latest by 10.00 am every day.
- MNGL from time to time prints various informative brochures, circulars to be sent to consumers. Distribution of circulars can either happen during pre or post marketing activities or as a separate exercise. DMA to instruct Marketing executives to circulates such brochures/Notices/circulars in societies as informed by MNGL.
- DMA Executives to keep their AIC's posted of the area or society they are collecting registration on day to day basis through calls or SMS.

5.0 PRE-EMPLOYMENT CHECKS:

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- Contractor shall ensure thorough pre-employment checks on the conduct and ethics of all its employees and staff to avoid inappropriate hiring of contract employee / staff.
- Contractor shall mandatorily carry out police verification of manpower employed.

Article I.

6.0 BACK-ROOM ACTIVITIES

- DMA shall have a good office set up having adequate space near allotted area having minimum 2 telephone lines in the name of the organization, 2-3 computers/laptop/tab etc., dot matrix or laser jet printers, 1 dedicated telephone operator and other required basic infrastructure. Full particulars of office and Infrastructure should be provided.
- DMA will be required to provide full details of current manpower including organization chart and contact numbers of senior personnel along with the tender.

7.0 ADDRESS VERIFICATION:

- Agency is responsible for collecting all required details like flat number (zero flats), building name; phone number, email ids etc. through personal visits and physical survey. He is responsible for maintaining correct records of all customers / consumers in the area that has been allocated.
- Agency will submit the details to the MNGL in the prescribed format. This includes customer master & address details.
- The payment against verification shall be done after submission of data as per MNGL prescribed format and final updation in MNGL data base.

8.0 Collection of amount against Bounce cheques:

- DMA is liable to claim any SOR item or registration/KYC etc. only after the successful updation in SAP/software.
- The Re-collection of amount against bounce cheque along with administrative charges is the responsibility of the DMA and after successful updation DMA can claim.
- DMA has to obtain the administrative charges from customer against the cheque bounce incident occurs due to the fault of customer's end i.e. insufficient balance in his account etc. if fault is at DMA end the administrative charges will be recover through DMA i.e. delay in submission of cheque etc.

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Section 1.01 9.0 MANPOWER / RESOURCES

DMA shall be responsible for recruitment of Sales Manager, Back Office In-charge, Marketing Executives.

Appointment of Sales Manager having experience in marketing duly authorized by MNGL, within 7 days of Service Order. The Sales Manager will be empowered by the DMA to deal with MNGL on a day-to-day basis for all marketing related issues and activities. Education of Sales manager shall be minimum graduate with prior experience of Marketing. He should be able to handle Teams & take lead generation daily from Marketing Executives. Sales Manager shall be provided with Mobile Phone. Should be conversant with Marathi, Hindi & English languages.

9.1 Job Profile of Sales Manager:

- a) Appointment of smart, presentable and experienced Marketing Executives as required.
- b) Daily review of Sales Team regarding the status of loop wise, Building wise registrations quantity, penetration etc.
- c) To attend weekly meeting as per day and time specified by concerned Marketing In-charge.
- d) Ensure smooth operation of Back Office In-charge.
- e) Ensure following reports to be submitted to MNGL.
 - DPR daily (Before 10.00 am every day)
 - Loop wise status weekly (at the time of attending the weekly meeting)
 - Beat wise status fortnightly.
 - Building wise status monthly.
 - Maintaining the Daily Visit report (DVR) of every Marketing executive as per prescribed format
- f) Any other activities prescribed by MNGL from time to time.

Sales Manager shall report to respective Marketing Team or AIC of MNGL.

9.2 Appointment of In-charge of Back Office Operation

Appointment of Back Office In-charge duly authorized by MNGL within 10 days after placement of Service Order. He shall be minimum SSC pass and well versed with computer applications and proficient in Microsoft Office. Should be conversant with Marathi, Hindi & English languages.

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Job profile of Back Office In-charge

- Keeping track of the POP material, banner etc. and plans for inventories.
- Checking, Verification & Data entry of registration forms as required by MNGL, after collected by Sales Teams.
- Keeping track of receipt books and preparing receipt reconciliation report and submitting to MNGL every Monday. Follow up of the bounce cheques.
- Maintaining database for all payment related matters & construction activities.
- Depositing cheque, soft data in specified format by MNGL along with registration forms at Data Center twice in a week.
- Properly maintaining the permission letters loop wise/ correspondence received from the societies.
- Updating the reports required by the Sales Manager from time to time.
- All back office related matter shall be the responsibility of the Sales Admin Officers.
- Any other activities prescribed by MNGL from time to time.

Back Office In-charge shall report to Sales Manager and ensure all reports to MNGL without fail.

9.3 Appointment of Marketing Executives

Appointment of Marketing Executives duly authorized by MNGL within 10 days after placement of Service Order as per the requirement of MNGL. Minimum 3 marketing executives to be deployed and will be augmented further as per the requirement from MNGL. The manpower that represents the agency shall be minimum SSC pass & having conversant with Marathi, Hindi & English languages.

Job Profile of Marketing Executive

- Maintaining the logbook for consumer enquiry and consumer complaints.
- Attending telephone call for enquiries/ complaints and forwarding the same to Sales Manager accordingly.
- To meet the secretary / manager along with Sales Manager during initial visit.
- Developing a rapport with the Secretary/ Chairman of Housing Societies
- Corresponding with society / domestic customers regarding permission and other related issues of MNGL.
- Immediately attending the customer's complaints and updating the Sales Manager accordingly.
- Arranging 'Consumer Meet' on monthly basis or as and when required by MNGL.
- Any other activities prescribed by MNGL from time to time.

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Marketing Executives will report to Sales Manager and will be responsible for forwarding reports to MNGL as specified above.

All the personnel shall be smartly dressed / presentable & carry identity cards /authorization letter while meeting customers /on door-to-door visit.

DMA agency will monitor, supervise & ensure that his / her personnel will communicate the correct information to consumers & behave in a dignified manner as a representative of MNGL. On receipt of any complaint regarding misbehavior / any other conduct which brings disrepute, DMA agency shall immediately terminate services of such personnel on the instructions from MNGL.

B) ON FIELD ACTIVITIES OF DMA

Article II. I. Gasified Buildings

1.1. DMA in consultation with MNGL shall carry out the marketing (door to door also) activities to increase the penetration level of PNG customers and domestic customers in gasified buildings which are with project team of MNGL and DMA can claim the new registration in SOR item No. 1 (b).

Also approach time to time to the commercial customers/out lets.

1.2 The activities shall be conducted in following manner:

1.2.1 Select the area in consultation with MNGL to organize the marketing activity.

1.2.2 Shortlist the existing pending customers from the data provided by MNGL.

1.2.3 Approach the Cooperative Housing society with the intimation letter as provided by MNGL.

1.2.4 Make calls to every non registered customer and persuade them for opting PNG.

1.2.5 Approach every pending customer and take an appointment for the connection.

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- a) If the customer is ready for immediate connection inform the project team.
- b) Collect the Balance amount prior to the conversion.
- c) If the customer is not interested in PNG connection, convince him for having PNG.
- d) In spite of persuasion if the customer is not interested, obtain the letter and forward it to MNGL team or AIC for further processing of refund.
- e) If the customer is found already converted, inform MNGL Marketing team or AIC for processing of Joint Meter recordings (JMR), collect the balance amount if due and report to MNGL Marketing team or AIC on a weekly basis.
- f) DMA has to submit the monthly report as per prescribed format.

1.2.6 For New registrations DMA shall submit the list of prospects to MNGL, in a prescribed format. After the approval of MNGL, DMA shall assist the customers to fill up registration form and the A/c payee cheque towards registrations charges proposed by MNGL from time to time. DMA will ensure that

- a. The registration form is duly filled along with customer's signature and necessary documents specified in the registration forms.
- b. The A/c payee cheque in favor of 'Maharashtra Natural Gas Limited' duly filled along with customer signature & issue receipts.

1.2.7 DMA to make all efforts to sign up the ECS as a payment option to the customer as & when it is applicable at the time of conversion.

Section 2.01 II. Non Gasified Buildings

1.1 DMA to find out the quantum of left over activities in registered but non gasified buildings and submit the building wise report to MNGL. DMA to submit details of the interested customers in non-gasified areas also for commercial outlets as per the instruction of MNGL.

1.2 Non-Gasified area to be identified by MNGL, where MP line laid/ where MDPE network planned, commissioning balance due to connectivity and main line laying balance < 100 meter away from the society or as per the written instruction given by EIC.

1.3 These activities are to be completed within given timeline from the issue of Service Order or instructed by EIC time to time, for all the buildings/commercial outlets etc. as per the data provided or area allotted by MNGL. DMA in consultation with MNGL and based on the quantum of left over jobs per building

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shall provide the building wise schedule of activities with a time frame for gasifying these buildings.

1.4 Based on the commitment, MNGL shall prepare the letters to the customer/societies/commercial outlets etc which needs to be delivered by the DMA.

No fresh registrations shall be made unless notified by MNGL in writing.

1.5 For New registrations DMA shall submit the list of prospects to Area in charge in a prescribed format. After the approval of MNGL, DMA will start the marketing activities in the area. DMA shall assist the customers to fill up registration form and the A/c payee cheque towards registrations charges proposed by MNGL or as instructed from time to time.

DMA will ensure and follow the steps that in case of Non-Gasified area while registration process:

- a) Firstly, the registration form is duly filled along with customer's signature and necessary documents specified in the registration forms.
- g) the A/c payee cheque in favor of 'Maharashtra Natural Gas Limited' duly filled along with customer signature & issue receipts.

DMA shall carry out potential surveys of the societies, commercial outlets etc. in the allotted areas as per the expansion plans of MNGL and submit the report to MNGL.

Section 2.02 III. *New Buildings where MP tap off / Road crossing / MP Extension is required excluding Under Construction (Builder Category)*

1.1 DMA to identify such buildings and notify to MNGL team or AIC from time to time.

1.2 DMA has to submit report of new buildings in relation to the MP status.

1.3 DMA to obtain letter of interest along with permission to carry out Mktg. & engineering activity from such societies / buildings and forward to MNGL team or AIC to consult with MNGL engineer for a time frame to gasify the same.

1.4 Registration to be obtained as per the direction of MNGL team or AIC

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1.5 DMA shall make all efforts to have more than 80% penetration level before the construction activity completed.

1.6 Once the building is gasified as scheduled, DMA shall repeat the activities as detailed at clause No. 1.2.6 and 1.2.7 of gasified buildings above.

1.7 DMA to inform details of residential customers which are located on already charged gasified network to AIC/ EIC.

Section 2.03 IV. Central or State Govt. / Semi Govt. / Public Sector Undertakings / Nationalized Banks / Insurance Corporations / Builders etc.:

DMA to identify such buildings and notify to MNGL team or AIC from time to time. Registration to be obtained only after confirmation from MNGL team or AIC's/EIC's.

1.1 100% registration to be accepted or as per the instruction of EIC.

1.2 Agreements to be signed with Central or State Govt. / Semi Govt. / Public Sector Undertakings / Nationalized Banks / Insurance Corporations / Builders as per the given draft and submission of document like Agreement, Flat/Customer details, society permission, Payment (i.e. for registration fee+ security deposit) etc. to MNGL as per direction provided by MNGL.

1.3 DMA to collect all the documents including registration forms, KYC, society permission etc. for new as well as old registrations from above mentioned categories as per the direction of EIC.

1.4 In case of old builder agreements wherein security deposit or part of registration fee has already been obtained in any category, DMA has to collect Domestic PNG Registrations duly filled-in and signed with KYC from the Central or State Govt. / Semi Govt. / Public Sector Undertakings / Nationalized Banks / Insurance Corporations / Builders / Societies etc. as per the direction of EIC.

1.5 DMA to comply all requirements of MNGL's agreement with the customers of above categories.

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V REGISTRATION ACTIVITY IN ALREADY GASIFIED SOCIETIES (ONLINE O&M)

a) DMA has to carry out the below activities in the gasified societies which are handed over to Online Team and during payment agency can claim the registration in SOR item No. 1 (a)

- 1.1 Coordination with society for obtaining the permission for door to door marketing etc.
- 1.2 Installing the canopy with table chair, flex etc. inside the society and conducting the marketing activities.
- 1.3 Conducting the marketing activity at Park, local market etc. as per the instruction of EIC.
- 1.4 DMA has to provide the list of interested customers found in such activities and he has to coordinate with customers till registration to conversion.
- 1.5 DMA has to ensure its availability inside the society as scheduled and also ensure the availability on mail, phone etc. for close coordination with customers.
- 1.6 DMA has to work as per the direction and instructing of EIC.

b) Requirement for marketing:

- 1.1 DMA will be the single point of the contact for the customer. Thus DMA has to coordinate with MNGL till the conversion of the customer.
- 1.2 After connection DMA has to take the feedback form customer and submit to MNGL as per the direction of EIC.
- 1.3 If DMA receives a complaint/request/information form customers then DMA has to guide the customer and also submit the complete details to MNGL.
- 1.4 This covers flex, stationary, laptop, mobile with internet connection, table chair, uniform etc. as required to perform the marketing activity and also required to do the web registration immediately at site.

VI COLLECTION OF DOMESTIC REGISTRATIONS

- 2.1 DMA to keep track of all the registration forms and receipts issued by MNGL and submit the reconciliation report to MNGL on monthly basis.
- 2.2 DMA to maintain their own database for newly registered customers and data provided by MNGL which are not registered by the DMA under this contract.
- 2.3 DMA to submit all the cheques /Registration forms only in the MNGL specified format to Data Center / Mktg. dept. periodically.

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- 2.4 DMA to verify the filled up registration forms properly, for correct name of customer, address details, valid ownership proof, signatures of customers and cheque collected from customer etc. before submitting it to MNGL.
- 2.5 Interest Free Security Deposit is to be collected by way of A/c Payee Cheque / DD only in favor of Maharashtra Natural Gas Limited. Under no circumstances cash will be collected. Any deviation from this policy will attract penalty as decided by MNGL.
- 2.6 In the event of cheques not clearing, DMA is required to follow up the matter with customers at no extra charges or cost, till cheques are cleared into MNGL account.
- 2.7 The security deposit and other charges prescribed herein are applicable at present. However, MNGL shall have absolute discretion / liberty to amend, modify the charges and / or terms and conditions / manner in which the same are to be administered / collected. The DMA shall be required to abide by the decision of MNGL in this regard.
- 2.8 DMA to submit Progress report (as specified by MNGL) on New registration and Balance payment collection on daily basis through fax or email or any other mode as specified by MNGL team.
- 2.8.1 Receipts Books issued will have to be kept under utmost care and any loss should be reported immediately to MNGL AIC, apart from publishing public notice in newspaper and reporting to nearest police station.
- 2.8.2 DMA shall create records of all new registrations, collections, conversions and receipts in electronic form as per MNGL requirement and submit the same to MNGL at specified periodicity.
- 2.8.3 MNGL will supply pamphlets, Registration forms to DMA. DMA shall arrange for audio / video equipment's & other requirements for presentations in societies / customer's end at his own cost. DMA will also provide consumer complaint book / feedback form.

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2.8.4 DMA will have to collect registration forms from builder category for KYC updation as informed by MNGL and prepare a soft copy of same and submit to MNGL.

2.8.5 **DMA is not liable for claim of Rejected Registration & same can be rectified with the help of another DMA agency.**

Note:

1. The DMA activity/ scope is not limited as define above. It covers all the efforts, communications, coordination, manpower mobilization, office equipments, mobile, internet, stationary, legal fee etc. which is required to complete the job/activities like registration fee, KYC, application form, builder category KYC etc. up to the satisfactory of EIC.

C) PAYMENTS TO BE COLLECTED TOWARDS PNG CONNECTION

1) New Registration

The total registration fee towards new connection shall be **Rs.6,000/-** (Rs **6550/-** for online connection from gasified society etc.) or as per direction of MNGL amended time to time.

The bifurcation for the same as mentioned below.

Rs.500/- to be collected towards Application Fee (Non-refundable)

Rs.5000/- to be collected towards security deposit against LMC (Interest free, Refundable)*

Rs.500/- to be collected towards Gas Consumption Deposit (Interest free, Refundable)

Rs.550/- to be collected towards online connection from gasified society / area, etc. (Non Refundable)*

DMA shall ensure that a total registration fee of Rs.6,000/- or the amount decided by MNGL or amended time to time as per scheme(s), has to be necessarily collected from the customers before the conversion is done or as per direction of MNGL.

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DMA have to recover outstanding amount against the registration fee, from the customer converted earlier but have not paid their due amount as of now. List of such customer shall be provided by the MNGL from time to time for collection of balance amount.

2) CHEQUE DEPOSIT WITHIN 30 DAYS OF CHEQUE DATE:

- (a) Cheque collected on behalf of MNGL shall be submitted to the MNGL within 30 days from the cheque date in the prescribed format.
- (b) In case of a weekend or holiday the previous working day would be considered as the last submission date.

3) BALANCE PAYMENT COLLECTION

- (a) Agency is required to collect full payment from Part Paid customers as per list provided by MNGL team.
- (b) Agency is responsible for collecting all data required through personal visits. He also needs to maintain the records of all Non-converted customers in the area. Special visits should be organized for locked flats on weekends or holidays.
- (c) DMA shall deliver the receipt of registration to customer at the time of registering the customer and at the time of collecting balance payment.
- (d) The details of the survey should be collated in the prescribed format by the Agency and a monthly update should be given to MNGL team for the data that has been collected based on the survey carried out.
- (e) Agency has to follow up for balance payment as per the format provided as per the PDC or time line finalized for conversion. Agency to also follow up for bounce cheques of customers
- (f) Payment to DMA shall be made only after payment is reflecting in SAP.

D) Penalties:

- (a) Penalty of Rs.5,000/- per communication for non-submission of data / report / formats, etc. as prescribed / demand / requirement by MNGL.
- (b) Loss of filled up form / cheque as collected from customer and not submitted to MNGL would invite a penalty of Rs.250/-.
- (c) For cheques collected and not submitted within 30 days from cheque date, a penalty of Rs.50/- per cheque shall be levied.
- (d) In case it is observed that DMA has collected registrations from technically non-feasible areas and the same are to be refunded by MNGL then the administrative charges of Rs.500/- per registration shall be recovered from DMA.

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- (e) **Cheque Bounce Penalty will be Rs.150/-** per Cheque, if cheque is bounced due to controllable reason i.e. Payee Name Missing, payee Name is wrong, Sign or date on the cheque is missing or wrong, amount in words & figures mismatch etc. or rejection due to cheque validity.
- (f) Security Deposit is to be collected by way of A/c Payee cheque / DD only in favor of "Maharashtra Natural Gas Limited". Any cash collected case shall invite penalty of Rs. 10,000/- apart from the collected amount. Repeated incidents may result in unilateral termination of contract.
- (g) In case of loss of blank forms, a penalty of Rs.20/- would be levied for each lost form.
- (h) All persons engaged by the DMA shall be with uniform & ID card, failing to which Penalty will be imposed of Rs.100 per DMA person.

E) TERMS OF PAYMENT

MNGL shall make the payment towards Marketing activities plus taxes as under.

The payment shall be made subject to

- a) DMA submits the bills on monthly basis to Mktg. dept. MNGL. Bills will be submitted for successful registrations only. A successful registration means:
 - i) Getting the registration form & cheque duly filled along with customer's signature & relevant documents.
 - ii) Depositing the cheques along with Registration forms to MNGL.
 - iii) Clearance of cheques.
- b) **DMA will not be entitled for payment in respect of unsuccessful connection (by any reason, including customer default)**

F) Billing

1. DMA shall submits the RA bill(s) on monthly basis to MNGL or as per direction of MNGL team time to time.
2. Bills shall be submitted for successful registration(s), documents, etc. to the satisfaction of EIC.
3. A successful registration means:
 - i) Getting the registration form & cheque / DD / Payment duly filled along with customer's signature & relevant documents.
 - ii) Depositing the cheques / DD along with Registration forms to MNGL.
 - iii) Clearance of cheques / DD / payments.
4. Documents required for RA bill
 - i) Covering letter

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- ii) Invoice
- iii) Cost abstract
- iv) Claim Summery sheet
- v) MNGL acceptance communication for registration / KYC / documents / reports, etc.
- vi) labor compliance as per check list.
- vii) Society meeting photos etc. (if any)
- viii) Any other documents as instructed by EIC.

SOR wise payment details are as under:

SOR item No.	SOR Item Description	Payment %
(2&3)	1 st Stage- Collection of PNG Registration/ Individual registrations (Gasified Societies), Coordination and follow up with society, Conducting society meeting & Introductory presentation to the society members through projector etc. Carrying out promotional activities such as organizing events, camps, distribution of leaflets/pamphlets to create awareness regarding use of PNG, Obtaining Society permission, society bulk registration/ customer details, payment of registration etc. along with cheque collection	70
	2 nd stage Collection of balance payment	20
	Submission of documents/reports, Closure of contract	10
4	Collection of Domestic PNG Registrations (KYC) duly filled-in and signed from the Builders/Govt. Colonies/Other Govt. Agencies/Societies/Builders without payment of Security Deposit in gasified areas.	90
	Submission of documents/reports, Closure of contract	10
5	Registrations through MNGL Web Site: Assisting for filling of domestic PNG Application/Registration forms along with KYC and payment towards registration through web etc. from Gasifies/Non-Gasified area as per direction/requirement of MNGL.	90
	Submission of documents/reports, Closure of contract	10
7	Collection of Registration form & KYC from Non-Gasified area 1st stage Pre-registration Activity: Domestic customers registration including prima facie technical feasibility survey, interaction time with customers on safety tips, product benefits etc.	100
8	2 nd stage- Collection of registration charges + Connection Charges during gasification period (before commissioning of Society Network)	100

 MAHARASHTRA NATURAL GAS LIMITED	Tender for rate contract for the period of one year for appointment of Direct Marketing Agency (DMA) for City Gas Distribution Network of Pune, Nashik, Sindhudurg and Ramanagara GA Bid No.: MNGL/CP/2024-25/27
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9	3 rd Stage - Collection of balance registration charges+ Connection Charges (After conversion)	100
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Debiting all the penalties levied if any from time to time.

G) Contract Period / Completion Period:

Contract period shall be 1 year from the date of Service Order (SO). Further extendable for another 1 (One) year on same terms and conditions at the sole discretion of MNGL

 MAHARASHTRA NATURAL GAS LIMITED	Tender for rate contract for the period of one year for appointment of Direct Marketing Agency (DMA) for City Gas Distribution Network of Pune, Nashik, Sindhudurg and Ramanagara GA Bid No.: MNG/CP/2024-25/27
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**PART – F
SCHEDULE OF RATES (SOR)**

Schedule of Rates (SOR) is enclosed on e-tendering portal.

Tender for rate contract for the period of one year for appointment of Direct Marketing Agency (DMA) for City Gas Distribution Network of Pune, Nashik, Sindhudurg and Ramanagara GA

Evaluation Formula: Evaluation shall be done as per Clause No. 3.0 of Annexure –I to IFB.

Sl. No.	Work Description	Quoted / Not Quoted
BOQ-1	Pune GA	
BOQ-2	Nashik GA	
BOQ-3	Sindhudurg GA	
BOQ-4	Ramanagara GA	

Note:

Note: The quantities given in SOR against individual items are indicative and shall not be considered to be binding. The quantities may increase or decrease at site at the time of actual execution and as per the discretion of Owner/ Engineer-in-charge. The unit rate shall be operated to work out the final payment due to Contractor.

General Note:

1. **A bidder may quote for any one Geographical Area / more than one Geographical Area.**
2. **Prices quoted shall be inclusive of all taxes/duties and nothing extra shall be payable by the owner except for statutory variation in Goods & service tax rate during the contractual period.**

Bidder's Signature & Seal