



# **MAHARASHTRA NATURAL GAS LIMITED**

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


## **CNG & CITY GAS DISTRIBUTION PROJECT FOR MNGL**

### **Bid document for**

**Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded & Nizamabad GA of MNGL.**

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


**Bid Document No: MNGL/CP/2024-25/50 dated 21.06.2024.**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b></p> <p><b>Bid No.: MNG/CP/2024-25/50</b></p>
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 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b></p> <p><b>Bid No.: MNG/CP/2024-25/50</b></p>
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## **PART - A**

### **1.0 INVITATION FOR BIDS (IFB)**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b>  <b>Bid No.: MNGL/CP/2024-25/50</b>
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**SECTION-I  
INVITATION FOR BIDS (IFB)**


**BID DOCUMENT NO.: MNGL/CP/2024-25/50**

**Date: 21.06.2024**

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	<b>MNGL/CP/2024-25/50</b> <b>dated 21.06.2024</b>
ITEM(S)	<b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b>
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Scope of Work of Vol II of II of tender document.
EARNEST MONEY/ BIDSECURITY	<b>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.</b>
BID SECURITY VALIDITY	6(SIX) months from bid due date
TENDER FEE ((Non-refundable)	Not applicable
BID VALIDITY	4(four) months from the bid due date
Pre-bid meeting date and time	<b>28.06.2024 till 11:00 Hrs. IST</b> <b>Link</b> <a href="https://meet.google.com/gdd-yuan-dtb">https://meet.google.com/gdd-yuan-dtb</a>
Bid submission due date and time	<b>11.07.2024 till 15:00 Hrs. IST</b>
Bid Submission at	<b><a href="https://etenders.gov.in">https://etenders.gov.in</a></b>
Techno-commercial bid opening date and time	<b>12.07.2024 at 16:00 Hrs. IST</b>
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 Dept, Maharashtra Natural Gas Limited, Pride Purple Coronet, 2 <sup>nd</sup> Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000/1157 Email: <a href="mailto:gasaid@mngl.in">gasaid@mngl.in</a>

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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<p>BIDDER ELIGIBILITY CRITERIA &amp; BID EVALUATION CRITERIA</p>	<p><a href="mailto:neeraj@mngl.in">neeraj@mngl.in</a> As per Annexure – I to IFB</p>
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NOTE: Bidders are advised to complete the registration with e-tender portal (<https://etenders.gov.in>) at least two working days prior to bid submission date.

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

## 2.0 BIDDING PROCEDURE

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

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


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

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

## 3.0 DOWNLOADING OF TENDER DOCUMENT

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

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.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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#### 4.0 PRE-BID MEETING:

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

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

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

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

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

Advisories for the bidders attending the pre-bid meeting:

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

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


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

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

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

#### 5.0 OTHERS:

5.1 Bid Document is non-transferable.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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- 5.2 Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Bids through Fax/ E-mail shall not be considered.
- 5.3 The Bid Document calls for offers on single point "Sole Bidder" responsibility basis.


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

- 5.4 The bid should be prepared by the "Sole Bidder" and should be sent to MNGL directly. MNGL reserve the right to reject offers made by intermediaries' representatives.
- 5.5 Bidder shall ensure that Bid Security having a validity of 6(SIX) months from the bid due date, must accompany the offer in the format made available in the Bid Document.
- 5.6 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.
- 5.7 MNGL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.

**5.8 ZERO DEVIATION TENDER**

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

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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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- 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. Vol.-I of II & Vol.-II of II of the Bid Document.

Note:

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



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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## ANNEXURE-I to IFB

### BIDDER'S ELIGIBILITY CRITERIA

#### 1.0 BRIEF PROJECT DETAILS

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

#### 2.0 SCOPE OF WORK

This tender deals with rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded & Nizamabad GA of MNGL


#### 3.0 BIDDER'S ELIGIBILITY CRITERIA: A TECHNICAL:

The Bidder should have successfully executed /completed job involving Construction Supervision Services / Third party Site inspection services (PNG/Steel) of City Gas Distribution Project in India in single/multiple contracts in last 5 years, to be reckoned from the final due date of submission of bid of order value as given below for qualification for the requisite Geographical Area (GA):

Sr. No.	Geographical Area(GA)	Min Eligibility Criteria
1	Nashik-Dhule-Valsad (Excluding already authorized area)	Rs. 32.0 Lakhs
2	Sindhudurg	Rs.15.0 Lakhs
3	Ramanagara	Rs.32.0 Lakhs
4	Nanded – Parbhani - Buldhana	Rs.24.0 Lakhs
5	Nizamabad-Kamareddy-Nirmal-Adilabad- Mancherial-Asifabad	Rs.24.0 Lakhs

Note:i) In case bidder quotes for more than one Geographical Area (GA) the requirement of Eligibility Criteria shall be on cumulative basis

Bidders must submit documentary evidence like work order / letter of award and its completion/execution certificate issued by client in support to fulfil the criteria mentioned above.

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## **B. FINANCIAL:**

### **B.1. Turnover**

The bidder should have achieved a minimum annual turnover as under in any one of the last 3 (three) audited financial years i.e., **2021-22, 2022-23 and 2023-24.**

Part No.	Item Description	Minimum Annual Turnover Requirement
1	Nashik-Dhule-Valsad (Excluding already authorized area)	Rs. 32.0 Lakhs
2	Sindhudurg	Rs. 15.0 Lakhs
3	Ramanagara	Rs.32.0 Lakhs
4	Nanded – Parbhani - Buldhana	Rs.24.0 Lakhs
5	Nizamabad-Kamareddy-Nirmal-Adilabad-Mancherial-Asifabad	Rs.24.0 Lakhs

**Note: In case bidder quotes for more than one part, the requirement of Turnover shall be on cumulative basis.**

### **B.2. Net worth**


Net worth must be positive as per last audited financial statement i.e. for the financial year **2023-24.**

### **B.3. Working Capital**

The bidder should have a minimum working capital as under as per latest audited balance sheet i.e., for the year **2023-24:**

Part No.	Item Description	Minimum Annual working capital Requirement
1	Nashik-Dhule-Valsad (Excluding already authorized area)	Rs. 6.40 Lakhs
2	Sindhudurg	Rs. 3.0 Lakhs
3	Ramanagara	Rs.6.40 Lakhs
4	Nanded – Parbhani - Buldhana	Rs.4.80 Lakhs
5	Nizamabad-Kamareddy-Nirmal-Adilabad-Mancherial-Asifabad	Rs.4.80 Lakhs

**Note: In case bidder quotes for more than one part, the requirement of Working Capital shall be on cumulative basis.**

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

Bidders must submit documentary evidence such as balance sheet & Profit & Loss A/c Statement for last three audited financial years i.e., 2021-22, 2022-23 and 2023-24 in support of the above.

If the audited financial results of the immediate preceding financial year i.e. 2023-24 is not available, then the audited financial results of the year immediately prior to 2023-24 i.e. 2022-23 shall be considered for calculation of Net Worth and Working Capital and audited Financial Results of the year 2020-21, 2021-22 and 2022-23 shall be considered for calculation of Annual Turnover as specified at B of Financial Criteria

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

#### **4.0 Evaluation & award of contract:**

Evaluation shall be done as per complete SOR (i.e. on total evaluated price including all taxes & duties).

**Note: In case of tie for two or more bidders, the inter-se ranking shall be decided 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.**


#### **4.1 For Nashik-Dhule-Valsad (Excluding already authorized area) GA:**

It is intended to award this job to 5 parties at L-1 rate.

In order to do so, the L-2, L-3, L-4 & L-5 bidder shall be asked to match the item wise rates of L-1 bidder. In case L-2, L-3, L-4 & L-5 bidder fails to match the item wise rates of L-1 bidder, opportunity shall be given to L-6, L-7 bidders and so on to match the item wise rates of L-1 bidder and order shall be placed accordingly.

**In case of 5 parties**, award shall be made in the ratio of approx. 30%:25%:20%:15%:10% (i.e. 30% to L-1 bidder, 25% to L-2 bidder, 20% to L-3 bidder, 15% to L-4 bidder & 10% to L-5 bidder).

**In case of 4 parties**, award shall be made in the ratio of approx. 40%:30%:20%:10% (i.e. 40% to L-1 bidder, 30% to L-2 bidder, 20% to L-3 bidder & 10% to L-4 bidder).

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**In case of 3 parties**, award shall be made in the ratio of approx. 50%:30%:20% (i.e. 50% to L-1 bidder, 30% to L-2 bidder & 20% to L-3 bidder).

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

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

#### **4.2 For Sindhudurg & Ramanagara GA:**


It is intended to award this job to L-1 bidder for each GA separately

#### **4.3 For Nanded – Parbhani – Buldhana GA & Nizamabad-Kamareddy-Nirmal-Adilabad Mancheria-Asifabad GA:**

It is intended to award this job to 2 parties at L-1 rate for each GA separately

In order to do so, the L-2 bidder shall be asked to match the item wise rates of L-1 bidder. In case L-2 bidder fails to match the item-wise rates of L-1 bidder, opportunity shall be given to L3, L-4 bidders and so on to match the item wise rates of L-1 bidder and order shall be placed accordingly. In case of 2 parties, award shall be made in the ratio of approx. 60%:40% (i.e.60% to L-1 bidder & 40% to L-2 bidder).

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b>  <b>Bid No.: MNG/CP/2024-25/50</b>
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**Annexure- II to IFB  
FORMAT-A**

### ANNUAL TURNOVER

Applicant's Legal Name:

Date:

Tender No.:

Page ..... of .....

**Each bidder must fill in this form (Single Entity)**


Annual Turnover data for the last 3 audited financial years.

<b>Year</b>	<b>Currency</b>	<b>Amount</b>	<b>Exchange Rate (*)</b>	<b>Amount (INR) (*)</b>
Year 1:				
Year 2:				
Year 3:				

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

Signature of Bidder

(\*) To filled by Owner

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b>  <b>Bid No.: MNGL/CP/2024-25/50</b>
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**Annexure- III to IFB  
FORMAT-B**

### FINANCIAL SITUATION

Applicant's Legal Name:

Date:

Tender No.:

Page ..... of .....

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


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

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


- All such documents reflect the financial situation of the bidder, and not sister or parent companies.
- 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.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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## **2.0 ACKNOWLEDGEMENT CUM CONSENT LETTER**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

Kind Attn: 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) Contact Person at Pune, if any: -
- |      |                |   |       |
|------|----------------|---|-------|
| I)   | POSTAL ADDRESS | : | _____ |
|      |                |   | _____ |
| II)  | TELEPHONE NO.  | : | _____ |
| III) | TELEFAX NO.    | : | _____ |
| IV)  | E-MAIL         | : | _____ |
| V)   | CONTACT PERSON | : | _____ |



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b></p> <p><b>Bid No.: MNG/CP/2024-25/50</b></p>
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c) We are hereby returning the bid document as we are unable to bid for the reasons given below.

Reasons for non-submission of Bid:

\_\_\_\_\_

\_\_\_\_\_

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

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

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


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

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


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

\_\_\_\_\_

(SIGNATURE OF BIDDER)

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b></p> <p><b>Bid No.: MNG/CP/2024-25/50</b></p>
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### **3.0 SUBMISSION OF BID**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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## SUBMISSION OF BID

From:  
M/s

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

1. I/We hereby tender for execution of the **WORKS for Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded & Nizamabad GA of MNGL** as per TENDER DOCUMENT within the Time Schedule of completion of work for jobs, as separately signed and accepted by me/us, at the Schedule of Rates quoted by me/us for the whole work in accordance with Notice/Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates of Completion of Job, and other documents and papers, all as detailed in the Tender documents.
2. It has been explained to me/us that the time stipulated for jobs and completion of WORKS in all respects and in different stages mentioned in the "Time Schedule" of completion of jobs and signed and accepted by me/us in the essence of the CONTRACT. I/We agree that in the case of failure on my/our part to strictly observe the Time of Completion mentioned for jobs or any of them and to the Final Completion of WORK in all respects according to the schedule set out in the said "Time Schedule" of completion of jobs. I/We shall pay compensation to the OWNER as per provisions and stipulations contained in General Conditions of Contract and I/We agree to recovery being made as specified therein. In exceptional circumstances, extension of time which shall always be in writing may, however, be granted by the Engineer-in-Charge at his entire discretion for some items of work, and I/We agree that such extension of time will not be counted for the extension of completion dates stipulated for job and for the Final Completion of WORK as stipulated in the said "Time Schedule" of completion of jobs.
3. I/We agree to pay the Earnest Money and Contract Performance Bank Guarantee (CPBG) and accept the terms and conditions laid down in the memorandum below in this respect.

## MEMORANDUM

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b></p> <p><b>Bid No.: MNG/CP/2024-25/50</b></p>
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(a) General Description of Work \_\_\_\_\_

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

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

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


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

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

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

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

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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b></p> <p><b>Bid No.: MNG/CP/2024-25/50</b></p>
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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).

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b>  <b>Bid No.: MNG/CP/2024-25/50</b>
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## **PART – B**

### **1.0 INSTRUCTION TO BIDDERS (ITB)**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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## **INSTRUCTIONS TO BIDDERS**

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


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

#### **REGISTRATION**

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

#### **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

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Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.


- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

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

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

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

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


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upload time of bids.

**SUBMISSION OF BIDS:**

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

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

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**modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 17.0 of ITB including forfeiture of EMD.**

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

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x) After the bid submission (i.e., after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.

**ASSISTANCE TO BIDDERS:**

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

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**A. GENERAL**

**1. Scope of Bid**

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

**2. Eligible Bidders**

- 2.1 Bidders shall, as part of their bid, submit duly executed power of attorney authorizing the signatory of the bid to bind the bidder.

**3. Bid Evaluation Criteria: -**

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


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

- 3.2.1 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.
- 3.2.2 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.

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

5.4.1 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.

5.5 The bidder is put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).

#### **6. Cost of Bidding**

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

#### **7.0 SITE VISIT**

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

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


### **B. BIDDING DOCUMENTS**

#### **8. Content of Bidding Document**

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

Volume I of II  
Volume II of II

8.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Invitation for Bids (IFB) together

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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 MNGL website [www.mngl.in](http://www.mngl.in) along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

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

**10. Amendment of Bidding Documents**

- 10.1 At any time prior to the bid due date, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document, by issuing corrigendum.
- 10.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause-8.0 and shall be hosted on the MNGL's official website before bidding 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 bidder's query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidder's 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.



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

**C. PREPARATION OF BIDS**

**11. Language of Bid**

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

**12. Documents Comprising the Bid**


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

**12.1.1 Technical cover:**


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

- i) Covering Letter as per format "Submission of Tender" / "Submission of Bid" enclosed with Part- A of Vol-I of II.
- ii) Bidder's general/ details information as per format F-1.
- iii) Power of Attorney in favor of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- iv) Specific experience, annual turnover and equipment deployment details as called for in qualifying requirements.
- v) A Bid Form as per format F-2.
- vi) Copies of documents as required in list of enclosure.
- vii) Documents establishing the eligibility and conformity to the Bid Documents of all Goods and services, which the bidder proposes to supply under the award. Such document may be, literature, drawing or data and shall also include (a) the detailed description of the Good's essential technical and performance characteristics; (b) a clause by clause commentary on Employer's technical specification and demonstrating supplies substantial responsiveness to the specifications.
- ix) Copy of Bid security in accordance with IFB & Clause 16 of ITB to be furnished either in the form of Cashier's / Banker's cheque / Bank Draft payable to MNGL at Pune/ Bank Guarantee as per format F-4.




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- x) Letter of authority in favor 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, Labor welfare registration under Maharashtra Labor Welfare Fund Act and Shop Act Registration certificate.**
  - xiv) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.
  - xv) Any other information/details required as per bid document.
- 12.1.2 Financial cover:**  
Price bid SOR as per prescribed format on the e-tender portal.
- 12.2** All the documents submitted shall be duly signed and stamped on each page by the bidder or an authorized signatory of the bidder.
- 12.3** Bidders are advised to submit quotations based strictly on the terms and conditions and specifications contained in the bid document and not stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated only in the prescribed Pro forma. Owner reserves the right to evaluate quotations containing deviations having financial implications after adding the cost for such deviations as determined by Owner.
- 12.4** Original schedule of rates duly filled in shall not contain any condition whatsoever. Any condition given in this part shall not be considered and shall render the offer liable for rejection.
- 12.5** All signatures in bids shall be dated, as well as all pages of bids shall be initialed at lower right-hand corner by the Bidder or by a person holding power of attorney authorizing him to sign on behalf of the bidder before the submission of bids.
- 12.6** The Bidder's bid is central to the evaluation and selection process. Therefore, it is important that the Bidder carefully prepares the bid and answers all questions completely. Missing information and vague answers may delay the evaluation of a bid and may impair the Bidder's chances of success.
- 12.7** Information received by Purchaser from the Bidder will be disclosed to Purchaser's employees and/or advisers or external consultants for the purpose of evaluating the bid response.
- 13. Bid Prices**
- 13.1** The Prices should be quoted in INR only.

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- 13.2 The Bidder shall indicate in the appropriate Price Schedule, the unit prices (where applicable) and total price of the services / works it proposes to execute under the contract. If quoted in separate sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 13.3 Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subjected to any variation, except statutory variation (as specified in tender document) or provision for price variation in the tender document.
- 13.4 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible in the submitted documents.
- 13.5 Bidder shall quote the all-inclusive prices as per scope of work and SOR, taking into consideration applicable GST, overheads and if applicable, all provision of safety gadgets to their personnel, cost of material as per scope of work, transportation, conveyance, trainings, recruitments, communication charges, cost for providing tools & tackles, equipment, machineries, minimum spares, etc. and nothing extra shall be payable by the Purchaser.
- 13.6 Bid prices must be arrived at without agreement with any other Bidder of this tender for the purpose of restricting competition. Prices quoted by the Bidder must not be disclosed to any other Bidder of this tender. Bidder must not attempt to induce any other Bidder to submit or not submit a bid for restricting competition.
- 13.7 Alternative bids shall not be considered.
- 13.8 Conditional discount, if offered, shall not be considered for evaluation.
- 13.9 The bidder shall have to raise the Cenvatable invoice.
14. **VOID**
15. **Bid Validity**
- 15.1 Bids shall be kept valid for 4 (four) month from the final bid due date.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / e-mail. A bidder may refuse the request without forfeiture of his bid security, a bidder agreeing to the request will not be required or permitted

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to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with Clause 16 in all respects.

**16. Bid Security**

- 16.1 The bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids (IFB).
- 16.2 The bid security is required to protect MNGL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause-16.7
- 16.3 VOID
- 16.4 Any bid not secured in accordance with Clause-16.1 may be rejected by MNGL as nonresponsive.
- 16.5 Unsuccessful bidder's bid security will be discharged/ returned as promptly as possible after award of contract and signing of agreement.
- 16.6 The successful bidder's bid security will be discharged upon the bidder's accepting the award & signing the Agreement, pursuant to Clause-39 and furnishing the Contract Performance Security pursuant to Clause-40.
- 16.7 The bid security may be forfeited:
  - 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 or Letter of Credit, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee).
- 16.9 **The Indian / Domestic firms registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing Tender Fee & Bid Security, provided they are registered for the items / work they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.**
17. **Pre-Bid Meeting – As per IFB**

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- 17.1 The bidder(s) or his designated representative, who have purchased bid document, are invited to attend a pre-bid meeting which will take place as indicated in IFB
- 17.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay (without identifying the sources of the question) to all purchasers of the bidding documents. Any modification of the bidding documents listed in ITB Sub-Clause 8.1 that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 17.4 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
18. **Format and Signing of Bid**
- 18.1 The original of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for unamended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 18.2 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.
19. **Zero Deviation**
- 19.1 Bidders shall note that if any deviation is taken to the under mentioned provisions of Bid Document by the Bidder the bid is liable to be rejection.
- i) Do not meet BEC Criteria
  - ii) Bid Security
  - iii) Performance Security (Contract Performance Bank Guarantee), 10% of annualized Contract/Order value
  - iv) Delivery Period
  - v) Terms of Payment
  - vi) Force Majeure
  - vii) Resolution of Dispute/Arbitration
  - viii) Termination of Contract,
  - ix) Warranty and Guarantee
  - x) Offer not submitted for complete scope of work
  - xi) Firm prices
  - xii) Prices not quoted as per Schedule of Rates formats.

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

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

**20. Mode of Payment**

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

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

**D. SUBMISSION OF BIDS**

**22.0 DEADLINE FOR SUBMISSION OF BID**

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

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


**23.0 LATE BIDS**

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

**24.0 MODIFICATION AND WITHDRAWAL OF BIDS**

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

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

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

**E. BID OPENING AND EVALUATION**

**25. Bid Opening**

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

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

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

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

**26. Process to be Confidential**

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


**27. Contacting the Employer**

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

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


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

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

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- a) meets the Bid Evaluation Criteria
  - b) has been properly signed
  - c) is accompanied by the required securities
  - d) is substantially responsive to the requirements of the bidding documents; and
  - e) provides any clarification and/ or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 28.2.
- 28.2 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents without material deviations or reservations. A material deviation or reservation is one
- a) that affects in any substantial way the scope, quality, or performance of the Works
  - b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
  - c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 28.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 29.0 **OPENING OF PRICE BID**
- 29.1 In case of two-part bidding, the Bidders whose bids are found substantially responsive shall be invited to attend the opening of price bid. Such bidders may be required to attend the price bid opening at a short notice. The place, date and time of price bid opening will be informed to all such Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 29.2 The bid prices stated in the price schedules will be announced during price bid opening.
30. **Correction of Errors**
- 30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- a) where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
  - b) where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not



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accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31. **VOID**

32. **Evaluation and Comparison of Bids**

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

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

34. **Purchase Preference - VOID**

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

**F. AWARD OF CONTRACT**

36. **Award**

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

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

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

38. **Notification of Award**


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

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

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

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



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**39. Signing of Agreement**

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

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

**40. Contract Performance Security**

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


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


- 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 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

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- 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 if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

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

- I. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
- II. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India
- III. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- IV. "Bidder from a country which shares a land border with India" for the purpose of this:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or

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- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above


- V. "Beneficial owner" for the purpose of above (4) will be as under:
- i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—


- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or 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. SUBMISSION OF CERTIFICATE IN BIDS: Bidder shall submit a certificate in this regard as Form-I to Section-II. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

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

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**Attachment 1**

**UNDERTAKING ON LETTERHEAD**

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

Sub:

Tender No:

Dear Sir,

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

(i) Not from such a country [ ]

(ii) If from such a country, has been registered [ ]

With the Competent Authority.  
(Evidence of valid registration by the  
Competent Authority shall be attached)

***(Bidder to tick appropriate option above)***


We hereby certify that bidder M/s \_\_\_\_\_ (***Name of bidder***) fulfils all requirements in this regard and is eligible to be considered against the tender.

Place: {Signature of Authorised Signatory of Bidder}


Date: Name:

Designation:

Seal:


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## 2.0 ANNEXURE TO INSTRUCTIONS TO BIDDERS (ITB)

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<b>Sl. No.</b>	<b>Description</b>
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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## BID EVALUATION CRITERIA

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



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b></p> <p><b>Bid No.: MNG/CP/2024-25/50</b></p>
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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**

- i) The price part of only those bidders will be evaluated whose bid is technically and commercially acceptable to Owner.
- ii) Quoted price for the complete scope of work and supply as per SOR shall be considered for arriving at the lowest evaluated price. As per bid evaluation criteria above 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.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b></p> <p><b>Bid No.: MNG/CP/2024-25/50</b></p>
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## **LIST OF FORMATS**

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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b></p> <p><b>Bid No.: MNG/CP/2024-25/50</b></p>
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## CONTENT

<b>Sl. No.</b>	<b>Description</b>
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


 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b></p> <p><b>Bid No.: MNG/CP/2024-25/50</b></p>
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**F-1  
BIDDER'S GENERAL INFORMATION**

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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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**F-2  
BID FORM**

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

Dear Sir,

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

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

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

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


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

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

SEAL AND SIGNATURE  
DATE: \_\_\_\_\_

Duly authorized to sign bid for and on behalf of \_\_\_\_\_

(SIGNATURE OF WITNESS)  
WITNESS NAME:  
ADDRESS:

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b></p> <p><b>Bid No.: MNG/CP/2024-25/50</b></p>
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**F-3  
LIST OF ENCLOSURES**


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

Dear Sir,

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

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

**(SEAL AND SIGNATURE OF BIDDER)**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b>  <b>Bid No.: MNGL/CP/2024-25/50</b>
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**F-3A  
FINANCIAL DETAIL**

**EACH BIDDER MUST FILL IN THIS FORM**

a) Annual Turnover data for the last 3 years.

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

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

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

1. Net Worth = Reserves + Capitals – Accumulated Loss

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

(\*) To be filled by Employer

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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Sheet 1 of 2

F-4

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

(To be stamped in accordance with the Stamp Act)

Ref: .....

Bank Guarantee No. ....

Date .....

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

(OFFICIAL ADDRESS)


(SIGNATURE)  
(NAME)

Designation with Bank Stamp

Attorney as per

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



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b>  <b>Bid No.: MNG/CP/2024-25/50</b>
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Date: \_\_\_\_\_

Sheet 2 of 2

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

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

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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b></p> <p><b>Bid No.: MNG/CP/2024-25/50</b></p>
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**F-5  
LETTER OF AUTHORITY  
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT  
NEGOTIATIONS/CONFERENCES**

No.:

Date:

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

Dear Sir,

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

1) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

2) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

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

Yours faithfully,


Signature

Name & Designation

For and on behalf of

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

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b>  <b>Bid No.: MNGL/CP/2024-25/50</b>
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**F-6  
NO DEVIATION CONFIRMATION**

(Tender/ Bid Document No. \_\_\_\_\_)

**EXCEPTION AND DEVIATION STATEMENT**

NAME OF WORK:

BID DOCUMENT NO.:


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

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

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

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_  
& SEAL

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b></p> <p><b>Bid No.: MNG/CP/2024-25/50</b></p>
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**F-7  
CERTIFICATE**

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


Dear Sir,

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

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

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**(SEAL AND SIGNATURE OF BIDDER)**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b>  <b>Bid No.: MNG/CP/2024-25/50</b>
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**F-8**  
**DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS**

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

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

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


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

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

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

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(SEAL AND SIGNATURE OF BIDDER)

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b>  <b>Bid No.: MNG/CP/2024-25/50</b>
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**F-9  
PRESENT COMMITMENTS OF THE BIDDER**

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

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

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

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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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Sheet 1 of 2

**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, 2<sup>nd</sup> Floor,  
Baner Road, Baner,  
Pune - 411045


Dear Sir,

M/s \_\_\_\_\_ have been awarded the work of \_\_\_\_\_ for Maharashtra Natural Gas Limited, PUNE vide SO No. \_\_\_\_\_ dated \_\_\_\_\_.

The Contracts conditions provide that the CONTRACTOR shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Maharashtra Natural Gas Limited, in case of default.

The said \_\_\_\_\_ has approached us and at their request and in consideration of the premises we \_\_\_\_\_ having our office at \_\_\_\_\_ have agreed to give such guarantee as hereinafter mentioned.

1. We \_\_\_\_\_ hereby undertake and agree with you that if default shall be made by M/s \_\_\_\_\_ in performing any of the terms and conditions of the tender or in payment of any money payable to Maharashtra Natural Gas Limited we shall on demand pay without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said \_\_\_\_\_ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said \_\_\_\_\_ which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s \_\_\_\_\_ and/ or that any dispute or disputes are pending before any officer, tribunal or court.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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**Sheet 2 of 2**

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


Yours faithfully,

\_\_\_\_\_ Bank

By its Constituted Attorney

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



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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**FORMAT FOR TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date:

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

**Sub: Acceptance of Terms & Conditions of Tender.**

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

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

Dear Sir / Madam,

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

\_\_\_\_\_ as per your advertisement, given in the above-mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.


3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We 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 if 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><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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## **COMMERCIAL QUESTIONNAIRE**

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


 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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### COMMERCIAL QUESTIONNAIRE

Note:

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


Sl. No.	MNGL's Query	Bidder's Reply/ Confirmation
1.	Confirm that your Bid is valid for 4(four) month from the last date of submission of Bid.	
2.	Confirm that the following documents are submitted with Part-I:	
i)	All documents in relevant Section as per CHECK LIST	
ii)	Schedule of Rates/ Prices without specifying the rates/ prices are submitted in unpriced part, exactly as per the priced portion submitted in Part-II. In case some of items have not been quoted, such items should be identified in blank price format.	
iii)	Addendum duly signed and stamped on each page as a token of acceptance (applicable if issued).	
3.	Rates/ amount must be filled in format for 'Schedule of Rates' enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected. In any case, Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on the Bidder. Please confirm.	
4.	Confirm that deviation/ terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	
5.	Confirm that you have studied complete Bidding Document including Technical and commercial part and your Bid is in accordance with the requirements of the Bidding Document.	
6.	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
7.	Confirm your acceptance for 'Scope of Supply' as mentioned in Bidding Document.	
8.	Confirm your compliance to critical stipulations of tender document as mentioned below	
i	Defect Liability Period clause no. 80.0 of GCC	
ii	Contract Performance Security – clause no. 24.0 of GCC	
iii	Schedule of Rates – clause no. 87.0 of GCC	
iv	Arbitration – clause no. 107.0 of GCC	
v	Termination – Clause nos. 32.0 A & B of GCC	
vi	Terms of Payment – as per tender document	

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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Sl. No.	MNGL's Query	Bidder's Reply/ Confirmation
vii	Price Reduction Schedule – As per SCC & GCC	
9.	Confirm your acceptance for 'Time Schedule' as mentioned in Bidding Document.	
10.	Confirm that your quoted price includes following taxes/ duties, insurance etc.	
i)	All taxes, charges and duties assessed or levied in respect of profits earned or income receivable by the Contractor by reason of this Contract.	
ii)	All taxes, duties as per applicable for this WORK in accordance with the provision of General Conditions of Contract and Special Conditions of Contract.	
iii)	All types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract.	
11.	Confirm that you have proposed adequate project/ site organization with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning stores, QA/ QC etc.	
12.	Confirm that all costs resulting from safe execution of WORK, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	


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(STAMP & SIGNATURE OF BIDDER)

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></p>
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## **CHECK LIST**

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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b></p> <p><b>Bid No.: MNG/CP/2024-25/50</b></p>
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### CHECK LIST FOR SUBMISSION OF BID

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

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

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

(A.2) EMD/ BID GUARANTEE/ BID SECURITY  
Bidder to confirm that EMD/  
Bid Guarantee/ Bid Security has  
Been submitted by them as  
per Tender Proforma (i.e. F4)  
Submitted ☐

(1) By Bank Guarantee  
BG No. \_\_\_\_\_ dt. \_\_\_\_\_ from  
Bank \_\_\_\_\_ Branch \_\_\_\_\_  
For Rs. \_\_\_\_\_  
Valid till \_\_\_\_\_

OR

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

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


**(B) CONFIRMATION OF VARIOUS FORMATS**

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

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


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

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b>  <b>Bid No.: MNGL/CP/2024-25/50</b>
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Submitted			Submitted for the years:
			1) _____
			2) _____
			3) _____
(B.5) PF Registration Certificate Submitted	<input type="checkbox"/>	PF Registration No. _____	
(B.6) Goods & Service Tax Registration Certificate Submitted	<input type="checkbox"/>	GST Registration No. _____	
(B.7) Power of Attorney in favour of the person who has signed the bid on stamp paper of appropriate value	<input type="checkbox"/>		
Submitted			
(B.8) Partnership Deed in case of partnership firm and Article of Association in case of limited company	<input type="checkbox"/>		
Submitted			
(B.9) Deployment List of Supervisory personnel:	<input type="checkbox"/>		
Submitted			
(B.10) A copy of SOR (without prices) duly signed, & stamped as per SOR Format	<input type="checkbox"/>		
Submitted			
(C) <b><u>DEVIATION (IF ANY)</u></b>			
(C.1) Deviation (if any) as per Format - F-6:	<input type="checkbox"/>		
Submitted			
(D) <b><u>REGARDING TECHNICAL DETAILS</u></b>			
(D.1) Technical Details/ Documents specified in Technical Part	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
Submitted			

(STAMP & SIGNATURE OF BIDDER)

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNG</b>  <b>Bid No.: MNG/CP/2024-25/50</b>
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# **PART-C** **GENERAL CONDITIONS OF CONTRACT (GCC - SERVICES)**



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for rate contract for a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded &amp; Nizamabad GA of MNGL</b></p> <p><b>Bid No.: MNGL/CP/2024-25/50</b></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 Consultant 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.

**CONSULTANT'S REPRESENTATIVE** means the person appointed from time to time by CONSULTANT 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 Consultant 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 Consultant according to the terms and conditions of the Contract.

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

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

### ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT

3.2.1 Consultant 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. Consultant 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.

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

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

- 3.2.2 Consultant 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 Consultant will be certified for payment by such representatives.

#### **ARTICLE 3.4: CONSULTANT'S REPRESENTATIVE**


- 3.4.1 Consultant shall nominate a qualified and experienced person as its Representative who will be the contact person between MNGL and Consultant for the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. Consultant shall notify MNGL in writing prior to the appointment of a new representative. Consultant'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 Consultant to remove Consultant's representative for good causes. Consultant shall replace immediately such person by competent substitute at no extra cost to MNGL.

- 3.4.2 Consultant's Representative shall be entitled to act on behalf of Consultant 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 consultant's Bankers shall be to the consultant's account.
- 3.5.2 Consultant will invoice MNGL according to the terms and conditions provided in the tender. **Consultant 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 Section – 2 of Vol. II of II.

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3.5.4 In case of disputes concerning invoice(s), MNGL shall return said invoice(s) to Consultant 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 Consultant.
- ☐ Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

#### **ARTICLE 3.6: PERFORMANCE GUARANTEE**

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


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

3.6.2 In case of extension of completion period, Consultant 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 Consultant/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/Consultant without the prior written consent of the latter.

3.7.2 Consultant 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

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Consultant 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 Consultant 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 Consultant 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 Consultant shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 3.9.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Executive/Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

MNGL shall suggest a panel of three independent and distinguished persons to the other party (Consultant) 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

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to this contract are subject to the exclusive jurisdiction of the Courts situated in the Pune in Maharashtra (India).

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

**ARTICLE 3.10: LEGAL CONSTRUCTION**


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

**ARTICLE 3.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES**

- 3.11.1 MNGL may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen (15) days' notice.
- 3.11.2 Upon notice of suspension, Consultant 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, Consultant 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 Consultant to resume the performance of the services, without any additional cost to MNGL.
- 3.11.5 In case of suspension of work by consultant on MNGL request for more than 10 days, demobilization and remobilization charges will be paid to consultant 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 Consultant 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.

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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 Consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant 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 Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of MNGL in the matter of applicability of price reduction shall be final and binding.

3.12.3 Please refer penalties in Scope of Work.

**ARTICLE 3.13: ASSIGNMENT**

Consultant 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 Consultant only.

**ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY**

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


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

3.14.3 Consultant 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 Consultant 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, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

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

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

#### **ARTICLE 3.16: TERMINATION OF CONTRACT**

##### **3.16.1 Termination for Default**

MNG 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 Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as MNG may authorize in writing) after receipt of the default notice from MNG.

##### **3.16.2 Termination for Insolvency**

MNG may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant 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 MNG.

##### **3.16.3 Termination for convenience**

MNG may by written notice sent to consultant, 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 MNG till the date upon which such termination becomes effective.

#### **ARTICLE 3.17: MODIFICATION**

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

#### **ARTICLE 3.18: CONTRACT/AGREEMENT**


The notification of award along with agreement on non-judicial stamp paper of appropriate value as per proforma (**Annexure – B**) within 10 days from the date of receipt of SO, the cost of stamp paper is to be borne by Consultant, 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:

- War/hostilities
- 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 Consultant.

CONSULTANT 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, Consultant 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 Consultant shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Consultant 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, Consultant or the MNGL shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Consultant 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 Consultant 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.

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

#### **ARTICLE – 3.21: Sub Contract**

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



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entities as shall be approved in writing in advance by MNGL. Upon the request of MNGL, the consultant shall submit for MNGL prior approval, the terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the consultant 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, CONSULTANT shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. MNGL, if requested in writing by CONSULTANT, may assist the consultant 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 CONSULTANT.**

**ARTICLE – 3.24**

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

- 3.24.1 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 :
- 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.

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- 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.

3.24.2 In such events of Clause 3.24.1 (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.

3.24.3 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.

3.24.4 The EMPLOYER shall also have the right to proceed or take action as per 3.24.1 (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.

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3.24.5 Termination of the CONTRACT as provided for in sub-clause 3.24.1 (a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued up to the date of such termination.

#### **ARTICLE – 3.25**

Contractor remains liable to pay compensation if action not taken under Section 3.24

**3.60.1** In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 3.24 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 – 3.26**

Termination of contract

**3.26(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

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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.

**3.26(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 or 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.

- 3.27 (C) In case of termination of CONTRACT herein set forth (under Article 3.24.1) except under conditions of Force Majeure and termination after expiry of contract, the Service Provider shall be put under holiday [i.e. neither any enquiry will be issued to the party by Maharashtra Natural Gas Limited against any type of tender nor their offer will be considered by MNGL against any ongoing tender (s) where contract between MNGL and that particular Service Provider (as a bidder) has not been finalized] for three years from the date of termination by Maharashtra Natural Gas Limited to such Service Provider.

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### **Contract Agreement**

AGREEMENT for “\_\_\_\_\_” (hereinafter called the "Job") made on \_\_\_\_\_ day of \_\_\_\_\_, 2024 between M/s \_\_\_\_\_, hereinafter called the “CONSULTANT” (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., Pride Purple Coronet, 2<sup>nd</sup> Floor, Above Bata Showroom, Baner Road, Baner, Pune – 411045 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 CONSULTANT has examined the Job specified in TENDER of MNGL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in 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 CONSULTANT 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 CONSULTANT for the Job to be executed by him the CONSULTANT hereby covenants with MNGL that the CONSULTANT shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may

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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, MNG does hereby agree with the Agreement that MNG will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by MNG 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

**M/s Maharashtra Natural Gas Ltd.**

\_\_\_\_\_

Signed and Delivered

for and on behalf of

**M/s.**\_\_\_\_\_

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

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

Place:\_\_\_\_\_

Place:\_\_\_\_\_

IN PRESENCE OF TWO WITNESSES

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



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### **SCOPE OF WORK**

- 1. Job Title:** Construction Supervision agency (CSA) for MDPE/Steel Network & GI / Cu installation activities at **Nashik, Sindhudurg, Ramanagara, Nanded & Nizamabad GA of MNGL.**
- 2. Background:**
  - 2.1** MNGL's City Gas Distribution Project comprises of the Medium Density Poly-Ethylene (MDPE) pipelines carrying natural gas at a pressure of 4 bars. The construction of this network is carried out as per applicable standards, MNGL's code of practice & statutory requirements. The network construction therefore calls for a thorough nature of site inspection, supervision and monitoring in order to ensure the specifications and requirements. Compliance to utmost safety recommendations forms a mandatory requirement whilst carrying out the job. The CSA is aimed at achieving the above and is expected to devote conscious efforts to this end in line with MNGL's organizational goals.
- 3. Job coverage:**
  - 3.1** The CSA are required to provide inspection, supervision and monitoring of the MDPE/Steel and GI/Cu network construction activity by means of constant physical presence of the Construction Supervision Engineer's (CSEs) deputed at site. The inspection agency shall be required to provide CSA services in Pune GA as per the business expansion plans of MNGL. The list given below however doesn't limit the scope and therefore any other activity(ies) related to MNGL network construction, arising out in the course of the job, shall be included in the same.
- 4. Role of Construction Supervision Engineers:**
  - 4.1** The Construction Supervision Engineer's (CSEs) deputed by the inspection agency to MNGL sites shall be responsible for discharging the following roles on a day to day basis:

**Inspection, Supervision & Monitoring of all the MDPE/Steel and GI/Cu construction site related activities enlisted below in clause 5 & ensuring that the job is done as per the Tender Specifications & MNGL Code of Practices.**
  - 4.2** Ensuring that the statutory permits i.e. permissions from statutory authorities/RTO clearances/society permissions etc., as applicable, are in place prior to the starting of the job.
  - 4.3** Giving clearance for lowering of pipelines in the trench.
  - 4.4** CSEs shall maintain the all necessary pipeline inspection reports (trenching, backfilling etc.) in MNGL specified format.
  - 4.5** Keeping concerned MNGL personnel constantly apprised of the site situation,





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difficulties / constraints emerging at site, if any and tackling them correctly. Authorization of work within two days of completion and delays from the contractor has to be reported to MNGL. Daily reporting of site activities etc. to be submitted to MNGL.

- 4.6 Ensure all engineers deputed by the MNGL authorized agency take the site photographs on random basis using digital camera/mobile phone camera provided by the agency & submit the same to MNGL in Disks/Mail.
- 4.7 Preparation, authorization and counter-signing of the inspection reports of the entire pipeline construction activities.
- 4.8 Ensuring and verifying the test certificates and calibration certificates prior to utilization of the equipment's/items. In case of any non-compliance, the same shall be brought to the notice of MNGL.
- 4.9 Preparation, checking and counter-signing of as-built drawings/check-prints on bill to bill basis, preparation of pipe book on weekly basis and preparation of daily inspection reports.
- 4.10 The above activities are normally encountered in the routine construction work. However MNGL may entrust any other construction related activity as per the circumstances.
- 4.11 The agency shall appoint a coordinator who shall remain in constant touch with MNGL on daily basis to understand the problems and to take corrective action. The CSEs shall also attend the fortnightly held zonal safety meetings and CSA mentoring sessions conducted by our Safety department.

**5. The scope of Engineers to ensure/comply with the following PE pipeline laying jobs:**

**5.1 The Broader activities of the pipeline laying jobs are as under:**

- Route survey as per planned drawing
- Cable location survey by Cat and Jenny and Cable Locator
- Taking of trial pits
- Marking out the trench
- Erecting & maintaining continuous required barricading
- Displaying & maintaining the sign boards and pictograms
- Availability of applicable personal protective equipment's to all site personnel
- Ensure all contractor personnel have valid STC cards. In case STC cards have not been issued/are beyond validity, communicate immediately to concerned PIC and Safety department
- Maintaining daily site opening and closing records
- Conducting daily tool box talk and apprising the site personnel about the possible hazards that may be encountered during the course of the job
- Ensuring strict compliance to control measures as per MNGL Life Savers and





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conducting daily site specific risk assessment with inclusion of additional control measures as and when required

- Excavation of the trench with hand tools, pneumatic breakers and mechanical excavators
- Dewatering/diversion of water, if applicable
- Safe stacking of the debris arising as a result of excavation while maintaining a clearance of 300 mm from the edge of the PE trench.
- Providing temporary footways / passages for pedestrians & light traffic as required
- Providing Red flash lights in the night time to avoid accidents
- Achieving the required trench depth
- Sand padding in the trench
- Lowering the pipe
- Electro-fusion of joints
- Crossing of drains, culverts and nallahs
- Installation of isolation, tap-off and stop-off valves, GI Pipe, Cu Pipe, Meter, Regulator, Service regulator, DRS and other required equipment's
- Providing warning tape & additional protection as applicable
- Providing protection with respect to other utilities in the same trench while maintaining a 300 mm clearance from other utilities
- Installation of pipeline route markers / Plate markers
- Backfilling of the trenches
- Flushing of laid pipeline network
- Pneumatic testing of the laid pipeline network (MDPE, GI, Cu)
- Leak repairs, if any
- Commissioning of pipeline and conversion of the appliances
- Compaction of the backfilled trenches
- Restoration of the surfaces
- Permanent surface reinstatement, wherever applicable
- Preparation, checking, authorization and counter-signing of inspection reports on daily basis, pipe-book on weekly basis and as-built drawings & check-prints on bill to bill basis

#### **O&M-Steel/PNG/After Sales works-**


CSA shall be required to carry out all the activities involved/needs to be done as per instructions of EIC/AIC of MNGL.

#### **6. Eligibility Criteria for Engineers for MNGL Sites / Operations:**

The Engineers deputed by the inspection agency shall be required to fulfill the following eligibility criteria:

##### **6.1 Qualification & Experience:**

All inspectors shall be Full time B.E./B.Tech. from AICTE approved Engineering

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college + 1 year experience in City Gas Distribution as a TPIA/CSA only.

**OR**

Full time Engineering Diploma holder from State board approved polytechnics + 2 year experience in City Gas Distribution as a TPIA/CSA only.

- a) Project Coordinator shall be Full time B.E./B.Tech. from AICTE approved Engineering college + 4 years experience in CGD as a CSA/TPIA/Consultant only. He shall be provided with an office in GA as per award of contract, with all the facilities for work like computer, printer with scanner facility, A4 size paper, internet connection, phone etc. He shall have a good knowledge of computer, project management tools (like MS-project, Primavera etc.), good proficiency of MS-office. Office location of the project coordinator shall be decided in consultation with concern EIC of that particular GA.
- b) In certain case, MNGL may relax minimum qualification/experience criteria for exceptional candidate based on his merit.

## **6.2 CV's submission and subsequent joining of CSA Engineer:**

- a) CSA agency shall submit CV's as per qualification and experience criteria as per clause no. 6.1 within a week immediately after award of Service order or as per instructions of MNGL as and when required.
- b) Any delay in submission of CV's as per clause no.6.1 within a week, penalty of Rs.500 per day per CSA quantity requirement will be deducted from RA/Final bill of agency.
- c) Once interview done by MNGL and informed in writing for joining of selected candidate, CSA agency to ensure joining of that candidate within 15 days or as per instructions of MNGL without fail.
- d) CSA agency to ensure that after resignation of any candidate, new candidate must join immediately as per instructions of MNGL failing which penalty of Rs.500 per day per CSA quantity requirement will be deducted from RA/Final bill of agency.

## **6.3 General:**

Language capabilities in English, Hindi & preferably local language, willingness to take on sustained site work, ethics & moral values.

## **7. Safety:**

- 7.1 All the personnel engaged shall undergo Safety induction & must be always present on the site with valid STC card.
- 7.2 **'NO STC NO WORK'** policies should be implemented on site. STC training & cards will be provided by safety department. The amount of training will be deducted from the party's running bill.
- 7.3 The personnel engaging for the inspection services shall ensure that all the safety




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requirements as per MNGL's code of practice, MNGL Life Savers and other safety requirements of MNGL are followed at site by the contractors.

- 7.4 Maintaining daily site opening and closing records and conducting daily tool box talk and apprising the site personnel about the possible hazards that may be encountered during the course of the job.
- 7.5 CSA to maintain printed Memo book (format duly approved by MNGL) to be issued to any contractors for not following the guidelines.
- 7.6 Ensure immediate reporting of safety non-compliances, near miss incidents, minor and major accidents, if any, to site PIC/EIC and safety department.
- 7.7 The personnel shall ensure that the all the requirements of permit-to-work procedures are followed at site. Any working at height related activity has to be carried out with Permit to Work at Heights and Confined Space Work Permits are maintained if trench depth > 1.2 metres.
- 7.8 All personnel shall wear appropriate PPEs i.e. Safety Shoe, Helmet, Gumboot, High Visibility Jackets, Eye Goggles, Hand Gloves, Ear Muffs etc. while visiting site.
- 7.9 Compulsory attendance at CSA Mentoring Sessions and Zonal Safety Meetings conducted by safety department, as and when scheduled.
- 7.10 **CSA Engineer should be in uniform of agency or as per MNGL requirement. CSA Agency should provide the Uniform to CSE ( Trouser + Shirt) at least 2 pairs for one year. MNGL will inform the Uniform colour by Mutual discussion with CSA agency.**
- 7.11 **CSA agency should prepare/hire/bought mobile punching application/device on their own cost's. CSA Engineer has to mark his own attendance through mobile application daily two times with mandatory location (In punch and out punch) without fail.**  
  
**Any deviation in daily punching through mobile application/device at Site/office/location by respective CSA will not be considered and a penalty of Rs.1000/incident will be levied.**
- 7.12 CSA Engineer may be deployed to manage/inspect more than one site simultaneously as directed by AIC/ZIC.
- 7.13 MNGL shall impose a penalty of Rs.1000 for non-compliance of tender requirements including but not limited to MJC signed but not converted, mismatch of measurements signed Vs actual, CSA Engineer not present at site, on-submission of backfilling reports on weekly basis etc.
- 7.14 **Penalty for not wearing Uniform/PPE will impose penalty of Rs. 500/incident . AIC/EIC/ZIC will be authorized to impose penalty.**

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#### 8. Quality:

- Ensuring and verifying the test certificates and calibration certificates prior to utilization of the equipment's/items
- Inspection of trench dimension to the prescribed standards and its documentation
- Inspection of lowering and recording pipe length
- Inspection of bottom padding, top padding and backfilling to the prescribed standard
- Witness Pneumatic testing
- Submission of indicative "As Laid Sketch" to PIC/EIC
- Preparation, authorization, checking and counter-signing of inspection reports, Laying/Backfilling reports on daily basis and as-built drawings/check-prints on bill to bill basis
- Material inspection at MNGL store and contractors store's & site as instructed by MNGL AIC/ZIC.
- **CSA Engineer presence is compulsory for following categories of work at site-**  
GI Risers- Working at Height (WAH) like Riser installation, erection, testing, rectification & commissioning.

Last Mile Connectivity (LMC)- During testing & commissioning inside kitchen installation including MCV-II plug witnessing and ensuring.

MP & LP-During start, laying, backfilling, fusion jointing, flushing, testing & commissioning of MDPE.

#### 9. Organization Responsibilities, Resources, Standards:

- 9.1 Provide sufficient and appropriate manpower, with clear responsibility and reporting structure to ensure that safety performance is not compromised at any cost.
- 9.2 Provide orientation training program for all its employees involved in the work.
- 9.3 Implementation of safety training of contractor personnel.
- 9.4 Setting up a mechanism for communication and feedback of safety issues and performance among its staff on the site and to company representatives.
- 9.5 Establishment of an effective structure and schedule for safety meetings involving all contractor personnel assigned to the work, to promote communications and involvement in safety matters.
- 9.6 Complying with, and shall be able to demonstrate such compliance with
  - Company Policies, Procedures and Standards

**The agency shall:**



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- 9.7** Provide written safety procedure to cover hazardous operations available to all Contractors' personnel and Sub-contractors in their working language.
- 9.8** Ensure that all of its personnel shall abide by all Safety, rules of the Company at the site.
- 9.9** Ensure competency of its personnel in its emergency response procedure through a program of drills and testing.
- 9.10** Ensure that all tools, appliances, machines, vehicles or other equipment, are in safe working condition at all times.
- 9.11** Establish safety performance monitoring program on site that shall track and report aiming at:
- Training observes from the workforce, keeping a ratio of 1 observer/20 workforce
  - Systematically observing workforce compliance with the desired behaviors
  - Identifying workforce behaviors that have impacts on safety performance
  - Producing numerical ratio of safe/unsafe behaviors
  - Analyzing and addressing and unsafe behaviors/ trends interface with company's incident investigation and reporting requirements.
- 9.12** Provide all inputs and support as company deems necessary to ensure all safety activities that company initiates are successfully carried out and the actions arising are closed out to company satisfaction.

**10. Penalties for Non Compliances:**

- 10.1 Non-Compliance with STC:** If any of the agency employees is found working without a valid STC card, the agency will be fined on pro-rata basis with total penalty not exceeding the 5% of the contract value.
- 10.2** If the agency employee is found engaged in any **illegal work**, he will be black listed from undertaking jobs of MNGL.



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**10.3 Following are the additional penalties over and above PRS in case of Technical Non-compliance / deviation without prior approval from EIC :**

<b>Sr. No.</b>	<b>Description</b>	<b>Penal action on Agency (Rs.)</b>	<b>Penal action on TPI/Inspector (Rs.)</b>	<b>Remarks</b>
1.	Occurrence of Incidence 1 <sup>st</sup> Time	Warning & Fine of Rs. 10,000	Warning by the agency to TPI/Inspector	EIC can take decision depending on severity of incident occurred irrespective of penal action mentioned herein regarding termination of TPI/Inspector.
2.	Occurrence of Incidence 2 <sup>nd</sup> Time	-----do-----	Warning by the agency to TPI/Inspector	
3.	Occurrence of Incidence 3 <sup>rd</sup> Time	-----do-----	<b>Termination of TPI/Inspector if the incident occurs thrice by the same person.</b>	
4.	Occurrence of Incidence 4 <sup>th</sup> Time	-----do-----	Warning by the agency to TPI/Inspector	
5.	Occurrence of Incidence 5 <sup>th</sup> Time	Warning & fine of Rs.50,000/-	Warning by the agency to TPI/Inspector	
6.	Occurrence of Incidence 6 <sup>th</sup> Time	<b>Termination of the contract with immediate effect and agency shall be put on holiday for next 5 years. along-with penalty of amount Rs. 1,00,000/-</b>		

**11. Other Terms and Conditions:**

**11.1** All inspectors deployed shall have motorcycle compulsory with driving licenses.

**11.2** These services have to be provided as and when required by the company.

**11.3** No other charges except those indicated in the SOR shall be paid.




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- 11.4** MNGL reserves the right to disqualify from work any operative nominated by the inspection agency who fails to achieve the required standards. MNGL may require the agency personnel to undergo periodic reassessment, refresher or update training.
- 11.5** Non compliance may lead to stoppage of work / cancellation of contract / forfeiture of security deposit at MNGL's sole discretion.
- 11.6** The successful bidder shall submit to the concerned Project Coordinator, the bio-data of the technical personnel who shall carry out the services. These technical personnel shall carry out the services only after approval of the Project Coordinator. In certain cases, MNGL may relax minimum qualification criteria for exceptionally experienced personnel.
- 11.7** No payments against the bills raised shall be released until and unless the Project Coordinator is deployed
- 11.8** The test reports and deviation statements have to be submitted as per standard Performa to be provided by MNGL.
- 11.9** Each and every personnel selected shall have to obtain STC (Safety & Technical Competency) certificate. To obtain STC certificate, each & every CSE shall have to undergo STC assessment on chargeable basis at the institute approved by the MNGL. The charges for STC assessment shall be borne by the agency / amount will be deducted from the running bill of agency.
- 11.10** 1 No. Fluorescent Jacket should also be provided by the agency to all its personnel. All the accessories to be supplied by the agency shall be of good quality and in a workable condition such that the purpose of usage of the safety devices is not defeated.
- 11.11** Payment to the engineers / inspectors should be disbursed on or before 10th day of the following month of every month of work done. In case of non-payment, MNGL shall impose a penalty Rs.500 per Engineer per week and shall be deducted from agency's RA/Final Bill.
- 11.12** The payment to these personnel shall be made strictly as per minimum wages for highly skilled category notified by government time to time. Payment shall be made by cheque / online transfer only. No other method shall be acceptable.
- 11.13** In case the agency personnel fail to deliver the requisite engineering services in time, MNGL has the liability to deduct the charges from the agency's bill on pro-rata basis.
- 11.14** The agency shall be liable for all statutory compliances as required under various laws / enactment / rules / provisions etc.




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- 11.15** One coordinator shall be deployed by the agency for the requisite number of engineers, whose role will be to resolve day to day problems arising and during the course of contract.
- 11.16** Reliever CSA engineer shall be provided in case the leave /absence of regular CSA engineer. Prior approval for any leave to be taken by each leave by CSA engineer.
- 11.17** It is expected that at peak of project more nos. of Engineers shall be required to be deployed at site for carrying out services as specified in Scope of Work.
- 11.18** The agency shall quote at SOR item no.1 for providing Inspection and Engineers services by the bidder. Apart from this, the agency shall provide Safety Accessories given at clause 11.19 of proper quality to each personnel.
- 11.19** **Quarterly Performance Evaluation of the CSEs shall be carried out by the concerned PIC/EIC and necessary actions shall be taken based on the short-comings observed in the performance evaluation.**
- 11.20** **Safety Accessories :**
- Safety shoes – 1 pair
  - Safety helmet – 1 no.
  - Safety goggles – 1 no.
  - Safety gloves – 1 pair
  - Ear Muff – 1 no.
  - Fluorescent jackets – 1 no.

Any CSA found working without above mentioned safety accessories a penalty of Rs.1000/- per incidence will be deducted from RA/Final bill of that agency as per the instructions of MNGL AIC/ZIC/EIC.



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## **Part-2**

### **Health, Safety, Environmental Requirements**

It is MNGL's objective policy to ensure that potential health and safety factors and environmental effects are assessed for all products, projects and activities and acquisitions. For projects this is implemented by staged audits of health, safety and environmental aspects from concept stage to post commissioning in order to determine any shortcomings or non compliance. All Construction Supervision Engineers must ensure safety during inspection and mandatory use their own Personal Protective Equipments while carrying out supervision / inspection. MNGL in no way shall be responsible for any miss-happenings. **For safety purpose, the insurance of Construction Supervision Engineers deployed at all places including sites will be in Bidder's scope as per applicable laws for which Bidder shall be solely responsible. A copy of the said insurance policy shall be furnished to MNGL before starting work.**




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Section-VI

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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**Section-VI**  
**Special Conditions of Contract (SCC)**

**1.0 DEFINITIONS**

In addition to meaning ascribed to certain capitalized terms in Section IV “GCC”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section IV “GCC”, the meaning ascribed to such term hereunder shall prevail:

**Definitions**


*“Bid / Tender Documents”* shall mean documents issued to the bidder pursuant to IFB and listed in ITB.

*“Effective Date”* shall mean the date on which Contractor’s obligations will commence and that will be date of Letter of Award (LOA) / Service Order (SO).


*‘CONSTRUCTION SUPERVISION AGENCY’* referred in Bid Document may be read as ‘Construction Supervision Agency (CSA) for supervision / inspection of laying of PE pipeline and GI / Cu installation activities for CGD Projects of MNGL.

**Interpretations / Amendments from GCC:**

- i. Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.
- ii. In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- iii. Notwithstanding the sub-division of the Contract Documents into separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.
- iv. All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- v. Refer Article 3.6.1 of ‘GCC’ : Contract Performance Bank Guarantee (CPBG) shall be valid for 3 Months after the issuance of the provisional acceptance certificate of the contract as per Article 3.15.2 of ‘GCC’.
- vi. Bidder to refer Article 3.8.2 of General Conditions of Contract of the Bid Document. Prices shall be inclusive of all Taxes & Duties as applicable except Goods & Service Tax. No variation including statutory in taxes & duties will be payable by Owner to the CONSTRUCTION SUPERVISION AGENCY, however Goods & Service Tax will be reimbursed to bidder by the Owner extra at actuals against documentary evidence for the amount for which cenvatable documents are submitted by the Bidder

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to the Owner to enable Owner to avail cenvat benefits.

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## 2.0 ORDER OF PRECEDENCE

In case of an irreconcilable conflict amongst General Conditions of Contract, Special Conditions of Contract, Specifications or Price Schedule / Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- i) Letter of Acceptance / Service Order / Contract Agreement.
- ii) Instruction to Bidders
- iii) Special Conditions of Contract.
- iv) Scope of Work
- v) General Conditions of Contract.

## 3.0 **TERMS OF CSA PAYMENT**

- 3.1 All the relevant clauses of General Conditions of Contract, Instructions to Bidders & Special Conditions of Contract shall be applicable.
- 3.2 Payment shall start only after signing of Contact Agreement & Receipt of Contract –cum- Performance Bank Guarantee as per Tender document.
- 3.3 Payments will be made on the man-month rate on monthly basis through at par cheque.
- 3.4 100% of the man-month rate shall be payable against the man-month spent during inspection / supervision work and submission of inspection reports.
- 3.5 The CSA shall be responsible to submit the invoices through MNGL and retain receipt on submission. Owner shall endeavor to release payments within 15 days for the bills raised by the CSA.
- 3.6 Invoicing: The CSA shall submit their **Cenvatable** invoice to MNGL as detailed herein:

### For man-months

<u>SL</u>	<u>Invoice Covering</u>	<u>Submitted To</u>	<u>Remarks</u>	<u>Paying Authority</u>
1.	Supervision, Expedition, Inspection, etc. of Construction / Laying Site activities of MDPE/Steel Pipeline & GI –Mtr- Cu installation including Pre commissioning, Commissioning activities and all associated others activities.	EIC	Time sheet to be certified by MNGL Site In charge for respective Spreads/ Project Manager.	HOD (F&A) MNGL, Pune



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2	Invoice for CSA Project Office Coordinator	EIC	Time sheet to be certified by EIC / Site-In-Charge / Project Office Coordinator	-DO-
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- ❖ Reference Number shall be mentioned in the invoice.
- ❖ The invoice shall accompany the Duly Certified Copy of the time sheets from the respective In-charges as mentioned above.
- ❖ The CSA Coordinator will maintain record / log for man-months consumed under different SOR items and circulate the same with monthly report.


Note :

1. Bidder's RA bill shall be processed after verification of following labor compliances:
  - a. Labour Licence - THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970
  - b. Wages Register in Form 17 - THE CONTRACT LABOUR (R & A) Central Rules, 1971, (Monthly)
  - c. Muster Roll - THE CONTRACT LABOUR (R & A) Central Rules, 1971, (MONTHLY - Form 16)
  - d. Register of Fine, Advance & Overtime (Form 21, Form 22 & Form 23) - THE CONTRACT LABOUR (R & A) Central Rules, 1971, (MONTHLY - If any deduction shows in the Wage register)
  - e. Wage payment proof - Monthly wages payment statement [Payment should be made ONLY by Cheque / Bank Transfer]
  - f. EPF Challan with ECR Statement - The Provident Fund Act, 1952 (MONTHLY- On or before 15th Every month)
  - g. Labour Welfare Fund Return - The Maharashtra Labour Welfare Fund Act, 1953 (Six Monthly - June & December)
  - h. Payment of Bonus - The Payment of Bonus Act, 1965 (ANNUAL - Payment proof, Form - C & Form - D)
  - i. ESIC Challan & ECR Statement - Employee State Insurance Act, 1948 (MONTHLY- On or before 21th Every month)
  - j. WCP Policy - As per Employee Compensation Act, 1923 - Annual payment (if Contract Employee Wages is more than Rs. 21,000/- per month)
2. All the bidders shall fulfil the above labor compliances, otherwise their invoice claims against the executed works shall not be processed.

**3.7 PAYING AUTHORITY:** The Paying Authority will be CFO MNGL, Pune for all invoices.

**3.8 MAN DAY RATE:** One man-day will be taken as **12 working hours** at construction site / coordinator work excluding travel time to reach work place i.e. construction site / Office. The man – month rate is considered all inclusive. Therefore, any additional cost what-so-ever (towards backup management, professional, IT facilities, electronic gadgets, communication,transmittal etc.) shall not be payable.

- ❖ The man day rate will be same for all the days of the week (including holidays / Sunday)
- ❖ Same rates shall be applicable for any additional hours worked beyond 12 hours

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on pro-rata basis. Prior Permission of the same shall be sought from MNGL Area In charge at Construction Site / EIC for this.

- ❖ The man day rate for the duration of travel / mobilization / demobilization / local travel to reach place of work etc. shall not be paid.

**Man month rate is based on 26 working days in a month and shall be considered for calculating the part of man month charges.**

**For February month, man month rate is based on 25 working days in a month.**

**3.9 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 under:**

The de-mobilization & re-mobilization travel expenditure shall be paid actual or 2<sup>nd</sup> class AC Railway fare (which ever is less) to the nearest regional office in India of the agency on the receipt of copy of ticket.

**3.10 DEDUCTION AT SOURCE:**


- i) Owner will release the payment to the CONSTRUCTION SUPERVISION AGENCY after effecting deductions as per applicable law in force.
- ii) Owner will release payments to the CONSTRUCTION SUPERVISION AGENCY after offsetting all dues to the Owner payable by the CONSTRUCTION SUPERVISION AGENCY under the Contract.

**3.11 Contract Period**

**Contract period shall be 18 Months from the date of Service Order (SO). Further extendable for another 6 (Six) Months on same terms and conditions at the sole discretion of MNGL**

**3.12 MOBILISATION PERIOD:**

The deployment for the services shall be within 15 days from the date of Service Order/as per intimation of EIC. In case of failure, MNGL reserves the right to cancel the contract.

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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 a period 18 months for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Nashik, Sindhudurg, Ramanagara, Nanded & Nizamabad GA of MNGL

Evaluation Formula: Evaluation shall be done as per Clause No. 4.0 of Annexure –I to IFB.

Sl. No.	Work Description	Quoted / Not Quoted
BOQ-1	Nashik-Dhule-Valsad (Excluding already authorized area)	
BOQ-2	Sindhudurg	
BOQ-3	Ramanagara	
BOQ-4	Nanded – Parbhani - Buldhana	
BOQ-5	Nizamabad-Kamareddy-Nirmal-Adilabad- Mancherial-Asifabad	

**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 shall note that any error in estimating these taxes & Duties (GST) will be to Bidder's Account.

**Bidder's Signature & Seal**