



**MAHARASHTRA NATURAL  
GAS LIMITED**

**TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS  
FOR HIRING OF VEHICLES FOR CITY GAS DISTRIBUTION  
NETWORK OF MNGL NANDED AND NIZAMABAD GA.**

**Bid No.: MNGL/CP/2024-25/111**



## **MAHARASHTRA NATURAL GAS LIMITED**

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

**CNG & CITY GAS DISTRIBUTION PROJECT  
FOR NANDED AND NIZAMABAD GA**

**Bid document for  
Rate contract for the period of 2 years for hiring of vehicles  
for City Gas Distribution Network of MNGL Nanded and  
Nizamabad GA.**

**UNDER OPEN DOMESTIC COMPETITIVE BIDDING**

**(THROUGH E-TENDERING MODE)**

**Bid Document No.: MNGL/CP/2024-25/111 Dt: 11.10.2024.**



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## **PART - A**

### **1. INVITATION FOR BIDS (IFB)**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES FOR CITY GAS DISTRIBUTION NETWORK OF MNGL NANDED AND NIZAMABAD GA.</b>  <b>Bid No.: MNGL/CP/2024-25/111</b>
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**SECTION-I  
INVITATION FOR BIDS (IFB)**

**BID DOCUMENT NO.: MNGL/CP/2024-25/111**

Date: 11.10.2024.

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	MNGL/CP/2024-25/111 dated 11.10.2024.
Item(s)	Tender for rate contract for the period of 2 years for hiring of vehicles for City Gas Distribution Network of MNGL Nanded and Nizamabad GA.
Type of Bid	Open Domestic Competitive Bidding
Time Schedule	As per Scope of Work of tender document
Earnest Money / Bid Security	Rs. 1,90,000/- in the form of Demand Draft/BG/Online through e-portal to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune.
Bid Security Validity	6(SIX) months from bid due date
Tender Fee ((Non-refundable)	Not applicable
Bid Validity	4(four) months from the bid due date
Pre-bid meeting date and time	Not applicable
Bid submission due date and time	23.10.2024 till 15:00 Hrs. IST
Bid Submission at	<a href="https://etenders.gov.in">https://etenders.gov.in</a>
Techno-commercial bid opening date and time	24.10.2024 at 16:00 Hrs. IST
Price bid opening date and time	Date and time shall be intimated later.
Address for submission of EMD/Bid Security and venue for pre-bid meeting and opening of bids	Deputy Manager (C&P) C&P Department, Maharashtra Natural Gas Limited, Pride Purple Coronet, 2 <sup>nd</sup> Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000/1190/1157 Email: <a href="mailto:gasaid@mngl.in">gasaid@mngl.in</a> / <a href="mailto:balakrishna.thatikonda@mngl.in">balakrishna.thatikonda@mngl.in</a>
Bidder Eligibility Criteria & Bid Evaluation Criteria	As per Annexure – I to IFB

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



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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.mnpl.in](http://www.mnpl.in).

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

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

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

## **3.0 DOWNLOADING OF TENDER DOCUMENT**

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

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

## **4.0 PRE-BID MEETING**

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

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



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

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

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

Advisories for the bidders attending the pre-bid meeting:

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

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

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

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

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

**5.0 OTHERS**

5.1 Bid Document is non-transferable.

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

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

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

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

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

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

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

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



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**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.
- 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

Balakrishna Thatikonda  
Deputy Manager (C&P)

Note:

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



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## **PART - A**

### **2. ANNEXURES TO INVITATION FOR BIDS (IFB)**



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**ANNEXURE-I to IFB**

**BIDDER'S ELIGIBILITY CRITERIA**

**1. BRIEF PROJECT DETAILS**

Maharashtra Natural Gas Limited (**MNGL**) is a joint venture company of M/s. GAIL (India) Limited & M/s. Bharat Petroleum Corporation Limited (BPCL). MNGL has been set up to distribute natural gas for household / commercial sectors including setting up CNG filling stations for vehicle in Pune, Nashik-Dhule & Sindhudurg Geographical Area in Maharashtra & Ramanagara in Karnataka.

**2. SCOPE OF WORK**

This tender deals with **rate contract for the period of 2 years for hiring of vehicles for City Gas Distribution Network of MNGL Nanded and Nizamabad GA.**

**3. BIDDER'S ELIGIBILITY CRITERIA:**

The following are the BEC parameters: -

**A. BEC – TECHNICAL:**

A.1. Bidders must have executed a single work order of value as mentioned below for vehicle on hire basis in the five years preceding the final bid due date, in order to qualify for the requisite number of vehicle(s):

<b>BOQ no.</b>	<b>GA</b>	<b>Location</b>	<b>Eligibility Criteria</b>
1	Nanded	<b>Nanded GA:</b> Vehicles may be deployed anywhere within the GA, which includes the entire districts of Nanded, Buldhana, and Parbhani.	Minimum value ₹12.00 Lakhs
2	Nizamabad	<b>Nizamabad GA:</b> Vehicles may be deployed anywhere within the GA, which includes the entire districts of Kamareddy, Nizamabad, Mancherial, Asifabad, Adilabad, and Nirmal.	Minimum value ₹12.00 Lakhs

Note: Within the GA, MNGL is authorized to deploy vehicles at any location mentioned above without incurring additional charges. MNGL may change the reporting location within the GA with a notice of 7 days.

Note: In case bidders quotes for more than one GA, the requirement of eligibility criteria shall be on cumulative basis.

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A.2 The bidder must own at least 2 Nos. of vehicles as on bid due date.

BOQ no.	GA	Item Description	Eligibility Criteria i.e. no. of commercial vehicles owned
1	Nanded	AC Maruti Swift Dzire / Hyundai Aura /Honda Amaze (Commercial CNG Vehicle)	02
2	Nizamabad	AC Maruti Swift Dzire / Hyundai Aura /Honda Amaze (Commercial CNG Vehicle)	02

The above vehicles shall be four wheelers having taxi permit and should be registered in the name of firm / bidder in case of proprietorship / partnership concern and in the name of the firm / company for other than proprietorship / partnership concern.

Documentary proof required against above mentioned BEC is as under:

- a) The documentary proof of experience such as work order copies and completion / performance / Execution / client certificates indicating executed value in support of meeting above criteria should be submitted along with the bid.
- b) Documentary proof of copy of valid RC must be submitted by the bidder along with the bid.

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

**B. BEC – 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:

BOQ no.	GA	Minimum Annual Turnover Requirement
1	Nanded	Rs.12.00 Lakhs
2	Nizamabad	Rs.12.00 Lakhs

Note: In case bidder quotes for more than one GA, the requirement of Annual Turnover shall be on cumulative basis for the quoted GA(s).

B.2 Net worth:

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



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**B.3 Working capital:**

The bidder should have a minimum working capital as under as per latest audited financial statement i.e. for the year 2023-24.

<b>BOQ no.</b>	<b>GA</b>	<b>Minimum Working Capital Requirement</b>
1	Nanded	Rs.2.40 Lakhs
2	Nizamabad	Rs.2.40 Lakhs

Note: In case bidder quotes for more than one GA, the requirement of Working Capital shall be on cumulative basis for the quoted GA(s).

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.

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

**4. EVALUATION AND AWARD OF WORK:**

Evaluation shall be done on GA wise basis separately at overall least cost to the Purchaser and order shall be placed on L-1 bidder(s) accordingly.

In case of tie for L1 bidder, the order shall be placed on the bidder having highest turnover during the preceding 3 Financial Years i.e. 2021-22, 2022-23 and 2023-24.



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**Annexure- I to IFB**

**FORMAT-A**

**ANNUAL TURNOVER**

Applicant's Legal Name :

Date:

Tender No.:

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

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

Annual Turnover data for the last 3 audited financial years.

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

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

Signature of Bidder

(\*) To filled by Owner.



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**Annexure- I to IFB**

**FORMAT-B**

**FINANCIAL SITUATION**

Applicant's Legal Name :

Date:

Tender No.:

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

**Each bidder must fill in this form**

**FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR**

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

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

Signature of Bidder

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



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## **PART - A**

### **3. ACKNOWLEDGEMENT CUM CONSENT LETTER**



**MAHARASHTRA NATURAL  
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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. : 91-20-2561157  
E-mail : balakrishna.thatikonda@mngl.in

Kind Attn: Balakrishna Thatikonda, Deputy 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 : \_\_\_\_\_
- IV) CONTACT PERSON : \_\_\_\_\_

b) Contact Person at Pune, if any: -

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



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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:

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

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

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

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

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

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

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



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## **PART - A**

### **4. SUBMISSION OF BID**



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**SUBMISSION OF BID**

From:

M/s

To:

**M/s Maharashtra Natural Gas Limited**

Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner,  
Pune – 411045

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



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**MEMORANDUM**

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

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

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

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

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

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

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

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

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



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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).



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**PART – B**  
**1. INSTRUCTIONS TO BIDDERS (ITB)**



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## **SECTION II INSTRUCTIONS TO BIDDERS**

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

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



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### **SEARCHING FOR TENDER DOCUMENTS**

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

### **PREPARATION OF BIDS:**

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

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

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



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**SUBMISSION OF BIDS:**

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

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

**If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 17.0 of ITB including forfeiture of EMD. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.**



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- (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 Purchaser as defined in the General Conditions of Contract, hereinafter "the Purchaser" wishes to receive bids through e-tendering mode for the supply of goods as described in Section-IV, Special Condition of Contract.
- 1.2 The successful bidder will be expected to complete the Scope of supply within the period stated in IFB.
- 1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/tendered", "bidding/ tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

**2. Eligible Bidder**

- 2.1 Bidders shall, as part of their bid, submit a written power of attorney, authorizing the signatory of the bid to bind the bidder.
- 2.2 This Invitation for Bids is open to any bidder and to pre-qualified bidders in case of limited tender.
- 2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.4 The bid should be from actual manufacturers.
- 2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- 2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of IFB, bidders past performance shall also be assessed *for* ascertaining the responsiveness of the bid. In such a case the decision of Purchaser shall be final and binding on the bidder.
- 2.7 The Bidder is not put on Black / holiday list by MNG/MoP&NG/Oil Public Sector Enterprise(s).

**3. Bid Evaluation Criteria: -**

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

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

**4. VOID**



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**5. One Bid per Bidder**

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

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

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

5.3 Alternative Bids shall not be considered.

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

**6. Cost of Bidding**

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

**7. Site Visit**

7.1 The bidder 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.

8.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Invitation for Bids (IFB) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or submission of a



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bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid.

**9. Clarification of Bidding Documents**

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

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

**10. Amendment of Bidding Documents**

- 10.1 At any time prior to the bid due date, the PURCHASER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.
- 10.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 8.0 and shall be hosted on the on website [www.mnpl.in](http://www.mnpl.in) and CPPP's e-tendering website before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders query hosted on the above websites before submitting the bid.
- 10.3 Bidders are advised to visit MNGL's websites and CPPP's e-tendering website from time to time to get updated information / documents.
- 10.4 In case of any inconsistency between an addendum and this tender document, the addendum shall prevail and in similar case between two or more addenda, the last issued addendum shall prevail.
- 10.5 The Purchaser may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the addenda / corrigenda issued.



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



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- xiv) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.
- xv) Any other information/details required as per bid document.

**12.1.2 Financial cover:**

Price bid SOR as per prescribed format on the e-tender portal.

- 12.2 All the documents submitted shall be duly signed and stamped on each page by the bidder or an authorized signatory of the bidder.
- 12.3 Bidders are advised to submit quotations based strictly on the terms and conditions and specifications contained in the bid document and not stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated only in the prescribed Pro forma. Owner reserves the right to evaluate quotations containing deviations having financial implications after adding the cost for such deviations as determined by Owner.
- 12.4 Original schedule of rates duly filled in shall not contain any condition whatsoever. Any condition given in this part shall not be considered and shall render the offer liable for rejection.
- 12.5 All signatures in bids shall be dated, as well as all pages of bids shall be initialed at lower right-hand corner by the Bidder or by a person holding power of attorney authorizing him to sign on behalf of the bidder before the submission of bids.
- 12.6 The Bidder's bid is central to the evaluation and selection process. Therefore, it is important that the Bidder carefully prepares the bid and answers all questions completely. Missing information and vague answers may delay the evaluation of a bid and may impair the Bidder's chances of success.
- 12.7 Information received by Purchaser from the Bidder will be disclosed to Purchaser's employees and/or advisers or external consultants for the purpose of evaluating the bid response.

**13. Bid Prices**

- 13.1 The Prices should be quoted in INR only.
- 13.2 The Bidder shall indicate in the appropriate Price Schedule, the unit prices (where applicable) and total price of the services / works it proposes to execute under the contract. If quoted in separate sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 13.3 Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subjected to any variation, except statutory variation (as specified in tender document) or provision for price variation in the tender document.
- 13.4 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible in the submitted documents.



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- 13.5 Bidder shall quote the all-inclusive prices as per scope of work and SOR, taking into consideration applicable GST, overheads and if applicable, all provision of safety gadgets to their personnel, cost of material as per scope of work, transportation, conveyance, trainings, recruitments, communication charges, cost for providing tools & tackles, equipment, machineries, minimum spares, etc. and nothing extra shall be payable by the Purchaser.
- 13.6 Bid prices must be arrived at without agreement with any other Bidder of this tender for the purpose of restricting competition. Prices quoted by the Bidder must not be disclosed to any other Bidder of this tender. Bidder must not attempt to induce any other Bidder to submit or not submit a bid for restricting competition.
- 13.7 Alternative bids shall not be considered.
- 13.8 Conditional discount, if offered, shall not be considered for evaluation.
- 13.9 The bidder shall have to raise the Cenvatable invoice.
- 14. Bid Currencies - Void**
- 15. Bid Validity**
- 15.1 Bids shall be kept valid for 4 (four) months from the final bid due date.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / e-mail. A bidder may refuse the request without forfeiture of his bid security, A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of its bid security for the period of the extension and in accordance with Clause 16 in all respects.
- 16. Bid Security**
- 16.1 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.



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- 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**
- 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.



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

**19. Zero Deviation**

19.1 Bidders shall note that if any deviation are taken to the under mentioned provisions of Bid Document by the Bidder the bid is liable to be rejection.

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

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

**20. Mode of Payment**

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

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

**D. SUBMISSION OF BIDS**

**22. 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



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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. 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. MODIFICATION AND WITHDRAWAL OF BIDS**

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

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

**E. BID OPENING AND EVALUATION**

**25. Bid Opening**

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

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

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

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

**26. Process to be Confidential**

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



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**27. Contacting the Employer**

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

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

- 28.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid.
- a) meets the Bid Evaluation Criteria.
  - b) has been properly signed.
  - c) is accompanied by the required securities.
  - d) is substantially responsive to the requirements of the bidding documents; and
  - e) provides any clarification and/ or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 28.2.
- 28.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents without material deviations or reservations. A material deviation or reservation is one.
- a) that affects in any substantial way the scope, quality, or performance of the Works.
  - b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
  - c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 28.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**29. 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.



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

**31. VOID**

**32. Evaluation and Comparison of Bids**

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

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

**34. Purchase Preference - VOID**

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

**F. AWARD OF CONTRACT**

**36. Award**

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

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

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

**38. Notification of Award**

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

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

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

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



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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 in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;



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- b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) will declare a firm ineligible and put on holiday, either indefinitely or for a stated period of time if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

**42. Failure by the contractor to comply with the provisions of the contract**

42.1 If the CONTRACTOR 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 CONTRACTOR:

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 CONTRACTOR'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 CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR 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.

42.2 In such events of Clause 42.1(a) or (b) above.

a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to

recover from the CONTRACTOR 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 CONTRACTOR as may be necessary and the CONTRACTOR 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 CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6)



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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 CONTRACTOR. 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.

- 42.3 Before determining the CONTRACT as per Clause 42.1(a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.
- 42.4 The EMPLOYER shall also have the right to proceed or take action as per 42.1(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.
- 42.5 Termination of the CONTRACT as provided for in sub-clause 42.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued up to the date of such termination.

**43. Termination of contract**

**43(A) TERMINATION OF CONTRACT FOR DEATH:**

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

**43(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



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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.

43 (C) In case of termination of CONTRACT herein set forth (under clause 42.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR 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 CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by Maharashtra Natural Gas Limited to such CONTRACTOR.

43 (D) Termination for convenience

MNGL may by written notice sent to contractor, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by MNGL till the date upon which such termination becomes effective.

**44. Additions to GCC**

i) In case of range of variation up to inclusive of range of +50% & -50% no increase and' or decrease shall be applicable in Schedule of Rates.

ii) Abnormally High Rated Item (AHR):

In items rate contract where the quoted rates for the item, exceed 50% of the owners' estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the BOQ stipulated quantities shall be made at the least of the following rates:

1. Rates as per BOQ, quoted by the Contractor.

2. Rate of the item, which shall be delivered as follows:

a) Based on rate of machine and labor as available from the contract (which is including 15% cover towards contractor's profit overhead and other expenses).

b) Based on prevailing market rate of machine materials and labor plus 15% to cover contractors' profit, overhead and other expenses, when the rates are not available in the contracts.

iii) Notwithstanding the provisions contained in Clause (ii) above, MNGL would have the right to negotiate all such AHR items before the award of the work.

**45. 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,



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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:
- An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- V. "Beneficial owner" for the purpose of above (4) will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.  
Explanation—
    - "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
    - "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;



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- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- VI. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.
- VII. SUBMISSION OF CERTIFICATE IN BIDS: Bidder shall submit a certificate in this regard as Form-I to Section-II. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
- VIII. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.





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## **PART - B**

### **2. ANNEXURES 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



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**BID EVALUATION CRITERIA**  
{Annexure – I TO Instruction to Bidder (ITB)}



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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 taken into account for arriving at the lowest evaluated price.

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

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



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**Bid No.: MNGL/CP/2024-25/111**

## **LIST OF FORMATS**

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

#### **CONTENT**

<b>Sl. No.</b>	<b>Description</b>
1)	Annexure - A : Bid Form
2)	Annexure - B : Details of The Bidder
3)	Annexure - C : Proforma of Bank Guarantee for Earnest Money Deposit
4)	Annexure - D : Performance Bank Guarantee (Performance Security) - Unconditional
5)	Annexure - E : Proforma for Agreement
6)	Annexure - F : Brief Summary of Agreed Terms and Conditions
7)	Annexure - G : Exceptions and Deviations
8)	Annexure - H : Details of Similar Works Done During Past Five Years
9)	Annexure - I : Concurrent Commitment of The Bidder
10)	Annexure - J : Proforma of Letter of Authority for Attending Un-Priced Bid Opening and Priced Bid Opening
11)	Annexure - K : Proforma of Letter of Authority for Signing the Agreement
12)	Annexure - L : Check List for Submission of Bid



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**ANNEXURE - A**

**BID FORM**

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

To,  
Maharashtra Natural Gas Limited  
Pride Purple Coronet,  
Second Floor, Baner Rd,  
Above Bata Showroom,  
Baner, Pune – 411045

Dear Sir(s),

Having examined the Tender document No. **MNGL/CP/2024-25/111** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services in conformity with the terms and conditions of Tender document.

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein. If our bid is accepted, we will obtain the guarantee of a Bank in a sum not exceeding 10% of the annualized Contract price for the due performance of the Contract.

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

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

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

Dated this    Day of    2024

Signature of authorized signatory

Name: \_\_\_\_\_

Date:

Designation:

Place:

Seal:



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**ANNEXURE - B**

**DETAILS OF THE BIDDER**

Name of the Bidder : \_\_\_\_\_

Address of the Bidder : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Pan no. as per IT Act : \_\_\_\_\_

Goods & Service Tax  
Registration no. : \_\_\_\_\_

Applicable Rate of Goods &  
Service Tax for This Tender : \_\_\_\_\_

**NOTE: (1) COPIES TO BE ENCLOSED.**



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**ANNEXURE – C**

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

**(To be stamped in accordance with The Stamp Act)**

Ref: \_\_\_\_\_ Bank Guarantee No: \_\_\_\_\_ Date: \_\_\_\_\_

To,  
Maharashtra Natural Gas Limited  
Pride Purple Coronet,  
Second Floor, Baner Rd,  
Above Bata Showroom,  
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 Deposit for an 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 by Maharashtra Natural Gas Limited, the amount \_\_\_\_\_ without any reservation, protest, demur and recourse. Any such demand made by Maharashtra Natural Gas Limited, 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 (Six) 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. \_\_\_\_\_ on whose behalf this guarantee is issued.

In witness where of the Bank, though its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 at \_\_\_\_\_.

WITNESS:

(SIGNATURE)(NAME)

(SIGNATURE)(NAME)

(OFFICAL ADDRESS)

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



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**ANNEXURE - D**

**PERFORMANCE BANK GUARANTEE  
(PERFORMANCE SECURITY) – UNCONDITIONAL**

**(To be stamped in accordance with The Stamp Act)**

Ref: \_\_\_\_\_ Bank Guarantee No: \_\_\_\_\_ Date: \_\_\_\_\_

To,  
Maharashtra Natural Gas Limited  
Pride Purple Coronet,  
Second Floor, Baner Rd,  
Above Bata Showroom,  
Baner, Pune – 411045

Dear Sir(s),

In consideration of the Maharashtra Natural Gas Limited, Pune (herein referred to as the OWNER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s \_\_\_\_\_ having principal office at \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the work of \_\_\_\_\_ by issue of OWNER Order No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been accepted by the CONTRACTOR resulting into CONTRACT for \_\_\_\_\_ as per above referred Order having a total value of \_\_\_\_\_ for the work of \_\_\_\_\_ and the CONTRACTOR having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract to Owner.

We (bank) \_\_\_\_\_ having Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER on demand any and all moneys payable by the CONTRACTOR to the extent of 10%(ten percent) of the Annualized Contract Prices as aforesaid at any time up to \_\_\_\_\_ without a reference to the CONTRACTOR. Any such demand made by OWNER on bank shall be inclusive and binding notwithstanding any difference between OWNER and CONTRACTOR discharges this guarantee. OWNER and CONTRACTOR or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges this guarantee. OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by CONTRACTOR of the afore mentioned CONTRACT, OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against CONTRACTOR, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in



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the aforementioned CONTRACT between OWNER and CONTRACTOR or any other course of or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect or relieving the BANK. The BANK also agrees that OWNER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that OWNER may have in relation to the CONTRACTOR'S liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to AND it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by the CONTRACTOR on whose behalf this Guarantee has been given.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the CONTRACTOR up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the CONTRACTOR to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2024

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated \_\_\_\_\_ accorded to him by the bank.

Dated The \_\_\_\_\_ day of \_\_\_\_\_ 2024

WITNESS:  
(SIGNATURE)

(SIGNATURE)

(NAME)STAMP  
(OFFICIAL SEAL)

BANK RUBBER  
(NAME)

Designation with bank stamp Plus Attorney as per Power Of Attorney/Resolution Board of Directors



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**ANNEXURE - E**

**PROFORMA FOR AGREEMENT**

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

SO No: \_\_\_\_\_ dated \_\_\_\_\_

CONTRACT AGREEMENT for “ \_\_\_\_\_ ”  
(hereinafter called the "Job") made on \_\_\_\_\_ day of \_\_\_\_\_, 2024 between  
M/s \_\_\_\_\_, hereinafter called the “Service Provider” (which  
term shall unless excluded by or repugnant to the subject or context include its  
successors and permitted assignees) of the one part and the Maharashtra Natural Gas Ltd  
hereinafter called “MNGL” (which term shall unless excluded by or repugnant to the  
subject or context include its successors and assignees) of the other part.

**WHEREAS**

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

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

**AND WHEREAS**

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

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

1. In consideration of the payment to be made to the Service Provider for the Job to be executed by him the Service Provider hereby covenants with MNGL that the Service



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

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

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

Signed and Delivered for  
and on behalf of  
M/s Maharashtra Natural Gas Limited

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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ANNEXURE – F

BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS

Bidder M/s \_\_\_\_\_

Tender Document No: \_\_\_\_\_

Offer Ref: \_\_\_\_\_

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid. ALL THE COMMERCIAL TERMS & CONDITIONS SHOULD BE INDICATED IN THIS FORMAT ONLY.

Sr. No.	Description	Bidder's Confirmation
1.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender Document.	
2.	Ensure and confirm that unit prices quoted in 'Schedule of rates' are inclusive of all duties and taxes but exclusive of goods & service tax. <b>Confirm that the rates for all items are quoted /filled in the "Schedule Of Rates" format given in the tender and no additions / deletions / modifications /alterations made to the format.</b>	
3.	Confirm that the offer shall remain valid for acceptance up to 4 months from Final Bid Due Date/Date of Opening of Bids.	
4.	Bidder's name and address	
5.	Confirm acceptance of completion schedule as per requirement Specified in Tender Document to be reckoned from date of Service Order (SO).	
6.	Customer references and confirmation of requirements wherever applicable.	
7.	Confirm client reference list submitted along with offer.	
8.	Confirm acceptance of Price Reduction Schedule (PRS) for delay in completion beyond contractually agreed completion schedule as specified in the Tender Document.	



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<b>Sr. No.</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
9.	Confirm that in case of delay in delivery beyond Contractual completion Date (CCD) the invoice shall be submitted for the amount duly reduced to the extent of PRS.	
10.	Confirm in case of delay in completion beyond CCD, any new or additional taxes and duties imposed after contractual period shall be to CONTRACTOR's account.	
11.	Confirm acceptance of relevant Terms of Payment as specified in the Tender Document.	
12.	Confirm quoted prices will remain firm and fixed till complete execution of the order. Service Order shall be placed within offer validity as 'Notification of Award of Contract'.	
13.	Confirm acceptance of Special Conditions of Contract of Tender Document. Confirm that CONTRACT- Performance Bank Guarantee (CPBG) for 10% of ANNUALIZED order/contract value shall be furnished within 15 days of Service Order, valid for 3 months beyond the expiry of Guarantee/Warranty period as per terms of Tender Document.	
14. a)	Confirm acceptance in toto of the Terms & Conditions contained in i) Instructions to Bidders ii) Special Conditions of Contract (SCC) and Scope of Work, Deliverables, Payment Terms & Conditions as given in the Schedule of Rates. iii) All other commercial documents / attachments of Tender Document.	
b)	In case of Site visits, confirm acceptance of Terms & Conditions for Site visits as contained in the Tender Document.	
c)	Travel to various work centers of MNGL will be undertaken by the CONTRACTOR to the extent required for meeting objectives of the project.	



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<b>Sr. No.</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
	d) In case of reservations, confirm that clause wise comments have been specified as annexure to this format.	
	e) All the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted that Terms & Conditions indicated elsewhere including any printed Terms & Conditions, shall not be considered by Owner.	
15.	All correspondence must be in English Language only.	
16.	Please furnish Bid Security details a) Bid Security No. & Date b) Value c) Validity	
17.	Indicate Name & Contact Telephone/Fax No. of person(s) to whom queries, if any, are to be addressed against your bid.	
18.	Owner reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids including those received late or incomplete.	

BIDDER CONFIRMS THAT IN CASE OF CONFLICTING VERSION OF VARIOUS TERMS & CONDITIONS AT DIFFERENT PLACES. THE CONFIRMATION FURNISHED AS ABOVE SHALL BE CONSIDERED OVER-RIDING AND FINAL AND ANY OTHER DEVIATION INDICATED ELSEWHERE SHALL BE TREATED AS REDUNDANT.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Office Stamp \_\_\_\_\_

Tel No. \_\_\_\_\_

Fax No. \_\_\_\_\_



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**ANNEXURE - G**

**EXCEPTIONS AND DEVIATIONS**

In line with Tender Document, Tenderer may stipulate exceptions and deviations to the Tender Conditions, if considered unavoidable.

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Sl. No.	Page No. of Tender Document	Clause No. of Tender Document	Subject Deviation
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**NOTE:** NO DEVIATIONS ARE TO BE WRITTEN IN THIS FORM. ANY DEVIATION TAKEN BY THE TENDERER TO THE STIPULATIONS OF THE TENDER DOCUMENT SHALL BE BROUGHT OUT AS PER THIS FORMAT ONLY AND ENCLOSED ALONGWITH THE OFFER.

ANY DEVIATIONS BROUGHT OUT IN THIS FORM AND WRITTEN ELSEWHERE IN THE TENDER DOCUMENT SHALL NOT BE RECOGNISED AND THE SAME IS TREATED AS NULL AND VOID. PLEASE ALSO NOTE THAT THE DEVIATIONS WRITTEN IN ANY OTHER FORM ARE LIABLE TO BE REJECTED.

Signature of the Bidder:  
Status  
Name and Seal  
Date



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**ANNEXURE - H**

**DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS**

Name of the Work:

Name of the Bidder:

Sr No	Full postal address of client & name of officer in-charge	Description of the work	Value of contract	Date of comment of work	Actual completion time (months)	Year of completion	Remarks
1	2	3	4	5	6	7	8



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**ANNEXURE - I**

**CONCURRENT COMMITMENT OF THE BIDDER**

Name of the Work:

Name of the Bidder:

Sr. no.	Full postal address of client & name of officer in-charge	Description of the work	Value of contract	Date of comment of work	Scheduled completion period	Status of completion as on date	Expected date of completions
1	2	3	4	5	6	7	8



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**ANNEXURE - J**

**PROFORMA OF LETTER OF AUTHORITY FOR ATTENDING UN-PRICED BID OPENING  
AND  
PRICED BID OPENING**

Ref: \_\_\_\_\_

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

To,  
Maharashtra Natural Gas Limited  
Pride Purple Coronet,  
Second Floor, Baner Rd,  
Above Bata Showroom,  
Baner, Pune – 411045

Attn: \_\_\_\_\_

Dear Sir(s),

We \_\_\_\_\_ hereby authorize following representatives (s) to attend the un-priced bid opening and priced bid opening against your Bid document No. \_\_\_\_\_ for \_\_\_\_\_ (item Name) \_\_\_\_\_

1. Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

2. Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

We confirm that we shall be bound by all and whatsoever our representative (s) shall commit.

Yours faithfully,

Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & 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.



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**ANNEXURE - K**

**PROFORMA OF LETTER OF AUTHORITY FOR SIGNING THE AGREEMENT**

Ref: \_\_\_\_\_

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

To,  
Maharashtra Natural Gas Limited  
Pride Purple Coronet,  
Second Floor, Baner Rd,  
Above Bata Showroom,  
Baner, Pune – 411045

Attn: \_\_\_\_\_

Sub: Tender No. \_\_\_\_\_

Dear Sir(s),

We \_\_\_\_\_ do hereby confirm that Mr. (name and address) is/are authorized to represent us for signing of the Agreement on our behalf with you against your above cited tender for \_\_\_\_\_

We confirm that we shall be bound by all and whatsoever our representatives shall commit.

Yours faithfully

Signature

Name and Designation

for & on behalf of Bidder

---

Note:

This letter of Authority should be on the letterhead of the Bidders and should be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind the bidder.



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**ANNEXURE - L**

**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 the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the "Un-priced bid (Part-I)".

**Please tick the box and ensure compliance:**

Sr. No.	Particulars	[Please tick (✓) in the Appropriate Block]		Remarks [Details/Particulars]
		Submitted	Not Submitted	
1.	Have you enclosed the copy of the Work Order along with completion certificate showing the experience for execution of similar nature of works as stipulated in BEC.	<input type="checkbox"/>	<input type="checkbox"/>	Order No.: _____ Date : _____ Order Value : _____ Issued by : _____ Completion Certificate No. & Date : _____ Executed Value : _____ Completion Certificate Issuing Authority _____
2.	Have you enclosed copy of "Permanent EPF A/c" & "Employees State Insurance Corporation (ESIC) certificate" in its name.	<input type="checkbox"/>	<input type="checkbox"/>	EPF A/c Registration No. & Date : _____ ESIC Registration No. & Date : _____
3.	<b>EMD of Appropriate Value</b> <b>Note :</b> Validity of bank Guarantee towards Earnest Money Deposit enclosed with Techno-commercial Part of your offer (if submitted in the form of (BG) should be 6 (Six) months from the final due date (Opening date of bid)	<input type="checkbox"/>	<input type="checkbox"/>	DD/B.G.No. _____ Date : _____ Validity Upto : _____ Issuing Bank : _____



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4.	<b>Validity of offer</b> is up to four (04) months from the final due date (Opening date of bid).	<input type="checkbox"/>	<input type="checkbox"/>	Bid Validity Date : _____
Sr. No.	Particulars	[Please tick (✓) in the Appropriate Block]		Remarks [Details/Particulars]
		Submitted	Not Submitted	
5.	Copy of Goods & Service Tax Registration	<input type="checkbox"/>	<input type="checkbox"/>	Registration No. _____ Dated: _____
6.	Copy of Permanent Account Number (PAN Card)	<input type="checkbox"/>	<input type="checkbox"/>	PAN No.: _____
7.	Original bidding document (All pages Signed & Stamped by the authorized signatory of the bidder)	<input type="checkbox"/>	<input type="checkbox"/>	
8.	Copy of blank un-priced Schedule of Rates, stating word "QUOTED" or "UNQUOTED" against each item as mentioned in SOR, and Addendum, Corrigendum, if any.	<input type="checkbox"/>	<input type="checkbox"/>	
9	Details of Bidder as per pro-forma given in Tender	<input type="checkbox"/>	<input type="checkbox"/>	
10	Filled Brief Summary of Agreed Terms & Conditions	<input type="checkbox"/>	<input type="checkbox"/>	

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

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

**[Signature of Authorized Signatory of Bidder]**

**Name:**

**Designation:**

**Seal:**



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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,  
Second Floor, Baner Rd,  
Above Bata Showroom,  
Baner, Pune – 411045

Sub: Acceptance of Terms & Conditions of Tender.

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

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

Dear Sir / Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

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

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

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

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then 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,



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(Signature of the Bidder, with Official Seal)



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## **PART - C**

### **1. GENERAL CONDITIONS OF CONTRACT (GCC)**



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## **General Conditions of Contract (GCC)**

### **ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS**

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

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

**Maharashtra Natural Gas Ltd./OWNER** shall mean MNGL.

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

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

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

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

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

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

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

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

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

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



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

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

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

**ARTICLE 3.3: MNGL REPRESENTATIVE**

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

**ARTICLE 3.4: SERVICE PROVIDER REPRESENTATIVE**

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

MNGL shall be at liberty to object to any nomination and to require Service provider to remove Service provider representative for good causes. Service provider shall replace immediately such person by competent substitute at no extra cost to MNGL.

- 3.4.2 Service provider Representative shall be entitled to act on behalf of Service provider with respect to any decisions to be made under the Contract.

**ARTICLE 3.5: PAYMENT TERMS**

- 3.5.1 The terms of payment shall be as follows:

Payment within 45 days after submission of invoice & necessary supporting documents for activities executed during preceding month, certified by EIC on pro rata basis.

**ARTICLE 3.6: PERFORMANCE GUARANTEE**

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



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

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

**ARTICLE 3.7: CONFIDENTIALITY**

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

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

**ARTICLE 3.8: TAXES AND DUTIES**

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

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

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

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

**ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION**

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

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



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

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

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

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

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

**ARTICLE 3.10: LEGAL CONSTRUCTION**

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

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

- 3.11.1 MNGL may suspend in whole or in part – the performance of services of Service provider s any time upon giving not less than fifteen (15) days notice.
- 3.11.2 Upon notice of suspension, Service provider shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
- 3.11.3 Upon suspension of the performance of services, Service provider shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.
- 3.11.4 By fifteen days prior notice, MNGL may request Service provider to resume the performance of the services, without any additional cost to MNGL.



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- 3.11.5 In case of suspension of work by Service provider on MNGL request for more than 10 days, demobilization and remobilization charges will be paid to Service provider as per Schedule of Rates.
- 3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

**ARTICLE 3.12: PRICE REDUCTION SCHEDULE (PRS)**

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

**ARTICLE 3.13: ASSIGNMENT**

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

**ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY**

- 3.14.1 In order to perform the services, Service provider must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep MNGL harmless and indemnify MNGL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.
- 3.14.2 All documents, report, information, data etc. collected and prepared by Service provider in connection with the scope of work submitted to MNGL will be property of MNGL.



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- 3.14.3 Service provider shall not be entitled either directly or indirectly to make use of the documents, reports given by MNGL for carrying out of any services with any third parties.
- 3.14.4 Service provider shall not without the prior written consent of MNGL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

**ARTICLE 3.15: LIABILITIES**

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

**ARTICLE 3.16: TERMINATION OF CONTRACT**

**3.16.1 Termination for Default:**

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

In case of termination of CONTRACT except under conditions of Force Majeure and termination after expiry of contract, the Service provider shall be put under holiday [i.e. neither any enquiry will be issued to the party by 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.

**3.16.2 Termination for Insolvency**

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

**3.16.3 Termination for convenience**

MNGL may by written notice sent to Service provider, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by MNGL till the date upon which such termination becomes effective.



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**ARTICLE 3.17: MODIFICATION**

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

**ARTICLE 3.18: CONTRACT/AGREEMENT**

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

**ARTICLE 3.19: FORCE MAJEURE**

Shall mean and be limited to the following:

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

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

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

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

**ARTICLE 3.20: RECTIFICATION PERIOD**

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

No deviation from such conditions shall be made without MNGL agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Service provider pursuant to the Contract (irrespective of



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whether engineering, design data or other information has been furnished, reviewed or approved by MNGL) are guaranteed to be of the best quality of their respective kinds.

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

**ARTICLE 3.21: SUB CONTRACT**

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

**ARTICLE 3.22: NOTICES**

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



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**ARTICLE 3.23: ACQUISITION OF DATA**

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



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## **PART - C**

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



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## **Special Conditions of Contract (SCC)**

### **1. GENERAL:**

- 1.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other documents forming part of contract, wherever the context so requires.
- 1.2 Where any clause, sub-clause, etc. of the General Conditions of Contract is repugnant to or at variance with any provision(s) of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall, to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever, it is mentioned in the specifications that the CONTACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his own cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The intending bidder shall be deemed to have visited the site. Non familiarity with site conditions and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with specifications.
- 1.5 **Bids of Joint Venture/Consortium not acceptable.**
- 1.6 The vehicle shall necessarily have TAXI PERMIT.
- 1.7 During the period of the contract, **MNGL can increase/decrease the number of vehicles on the same rates**, terms and conditions as stipulated in the contract and same shall be obligatory and binding on the contractor to execute any such order.
- 1.8 **No sub-contracting** shall be allowed without permission of the Company in writing.
- 1.9 The Vehicles, taken on hire with the approval of the Officer-in- Charge for regular duties under the contract shall not be changed/ replaced by the Contractor normally during currency of contract except for its being defective in which case another hired vehicle of equivalent or higher specifications/model shall be provided by the contractor. The replaced vehicle will be accepted only if it has all valid documents for which the decision of the Officer-in- Charge or its Authorized Representative will be considered as final.
- 1.10 The decision with regard to acceptance or rejection of any hired vehicle(s) offered by the contractor shall remain with the Company and the same shall be final and binding upon the contractor.



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**2. GENERAL DEFINITIONS:**

- 2.1 "AREA OF OPERATION OF HIRED VEHICLES" means the areas/places connected with activities of Maharashtra Natural Gas Limited defined in Scope of work OR any other place at the sole discretion of the Company, depending upon requirements to meet the objective of the contract.
- 2.2 "CHARGES" means the charges (normal duty hours) of Vehicles per month with prescribed kilometers.
- 2.3 Maharashtra Natural Gas Limited, a company having its **corporate office at Maharashtra Natural Gas Limited, Pride Purple Coronet, Second Floor, Baner Rd, Above Bata Showroom, Baner, Pune - 411045**
- 2.4 "CONTRACTOR" means any proprietorship / partnership firm or company to whom the contract is awarded for deployment of contract carriage vehicles on hire to the Company.
- 2.5 "CONTRACT" means the formal contract executed between the Company and the Contractor as a result of the subject Tender. The specific instructions issued from time to time by Officer-in- Charge or by his authorized representative and all documents taken together shall be deemed to form contract and shall be complementary to one another.
- 2.6 "DAY" means day starting from 0000 hrs to 2400 hrs.
- 2.7 "DISTANCE" means the distance by the shortest approachable route unless otherwise specified.
- 2.8 "HOUR" means an hour of sixty minutes. For the purpose of hire and/or penalty charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.
- 2.9 "MONTH" means a complete calendar month of the year.
- 2.10 "NIGHT HALT" means overnight stay of Vehicles at any place / in any area beyond its designated reporting place/places.
- 2.11 "PRO-RATA HOUR RATE" means a rate arrived at by the following formula:
- For 12 hrs duty = 
$$\frac{\text{Monthly fixed charges}}{\text{Total days in a month} \times 12 \text{ hrs}}$$
- 2.12 "REPORTING PLACE OF VEHICLES" means any operational site of the Company where a Vehicle shall normally report for duty. The normal Reporting place of Vehicles shall be as designated in the scope of work and actual location at the place of reporting will be intimated after placement of work order depending on the requirement and may be changed at any time during the currency of contract if such requirement arises.



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- 2.13 "SCHEDULE OF RATES" rates to be filled/ Attached to this contract
- 2.14 "SEATING CAPACITY" means the number of passengers the Vehicles can carry including the driver.
- 2.15 "SUITABLE SUBSTITUTE" means similar Vehicle of equivalent or higher model not earlier than Year of Manufacture specified in Scope of Work for respective vehicle subject to acceptance by Officer-in- Charge.
- 2.16 Vehicle: As per the specifications given above.

**3. PERIOD OF CONTRACT:**

- 3.1 The contract will be valid initially for a period of 24 months commencing within 30 days from the date of Service Order or from the date of deployment of awarded vehicles, whichever is earlier. The period of contract can be extended for further period of 1(One) year at the sole discretion of MNGL at the same rate, terms and conditions. The rates will remain firm during the tenure of the said contract including the time extension.
- 3.2 **Vehicles are to be provided within 15 days**, from the date of issue of order (SO). The Order will be placed for intended number & type of vehicles.
- 3.3 In case, contractor fails to place the prescribed vehicle within 30 days from the date of issue of order (SO), **including grace period** of 15 days shall be allowed for which penalty shall be imposed & as shown here in under:-

**DELAY PERIOD**

**PER DAY/PER VEHICLE**

**Beyond 31<sup>st</sup> to till 60<sup>th</sup> day**

**Rs. 1,000/- per day/ per vehicle**

- 3.4 If the vehicle is not placed even after 60<sup>th</sup> day from the date of issue of order (SO), then the contract may be cancelled after giving 07 days' notice in writing without prejudice the Company's right to forfeit the Earnest Money Deposit/ Security Deposit and other rights available under the contract.
- 3.5 The contract normally stands terminated after the expiry of the period of the contract. However, the Company reserves its right to terminate the contract at any time by giving **07 days' notice in writing without assigning any reasons** thereof. The contractor shall not be entitled for any compensation thereof.
- 3.6 **Contractor can deploy vehicles of the model earlier than 2023 i.e. of the model 2021 for first 30 days. However, in no circumstances vehicles of the Model earlier than 2021 shall be acceptable after completion of 30 days from the date of SO/ Commencement of the Contract.**

**4. SCOPE OF WORK:**



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**1. General Scope of Work and Specification of Services –**

- **12 hrs. duty vehicles are required to work on 6 days of week. If required to operate on weekly offs and holidays overtime will be claimed.**
- The Contractor has to provide the vehicles on monthly hire basis for a **period of 2 (two) years**. Deployment schedule shall be given at the time of order.
- The vehicle shall be operating in the state of Maharashtra & Telangana and should be Commercially registered for regular plying and should have road permit to operate in both the states.

**The Scope of Work includes but not limited to the following:**

1. The Contractor has to provide following **06 Nos. of vehicles** on monthly hire basis as per following table listed below for a period specified in the Bid document. The area of operations and place of reporting of vehicles is detailed below:

**CNG (Commercial) Vehicles model not earlier than 2023.**

<b>Sr. No.</b>	<b>Type of vehicle running on CNG (Commercial permit vehicle)</b>	<b>Fixed monthly KMs &amp; Duty hrs</b>	<b>Qty</b>	<b>Area of operation</b>	<b>Place of Reporting</b>
1	AC Maruti Swift Dzire / Hyundai Aura /Honda Amaze <b>(Commercial CNG Vehicle)</b>	3500 kms & 12 Hrs. duty	03 Nos.	<b>Nanded GA-</b> Nanded district, Buldhana district, (Mehkar, Khamgoan) Parbhani district	As per requirement will be informed later
2	AC Maruti Swift Dzire / Hyundai Aura /Honda Amaze <b>(Commercial CNG Vehicle)</b>	3500 kms & 12 Hrs. duty	03 Nos.	<b>Nizamabad GA-</b> Kamareddy district, Nizamabad district, Manchal district, Asifabad district Adilabad district	As per requirement will be informed later

**2. Deployment of Vehicles**

The area of operations of vehicles as above mentioned in the table. The vehicles deployed must have necessary Taxi Permit for movement in both the States / area of operation. However, sometime the movement of vehicle(s) may be required outside the cities/state specified for operation. In such events the Contractor must obtain necessary 'Permit' for which MNGL shall reimburse the amount paid to the appropriate authorities on this account against submission of documentary proof.

3. The award of Contract(s) to the successful Bidder(s) will not entitle him the exclusive right to supply the entire requirement of hired vehicles. MNGL reserves the right to use



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its own vehicle(s) and equipment at its own convenience and discretion for the works during the currency of the Contract and also reserves the right to conclude parallel Contract(s) at the same time, including the splitting of the present work amongst the responsive Bidder(s), as per MNGL's decision which cannot be challenged by the Bidder(s).

4. Vehicle(s) deployed should be duly registered with R.T.O. under valid Permit(s), all taxes paid, comprehensively insured covering the risk of all passengers traveling in the vehicles. Vehicles should have valid Permit(s), required tools, spare wheels, portable fire extinguisher and spares for repairs to be carried out en-route.
5. Contractor should have valid "Permanent EPF Account" under RPFC and "ESIC" in its name. Wherever, "ESIC" is not applicable, same shall be governed by "Workmanship Compensation Act". Documentary proof(s) of "Permanent EPF Account" and "ESIC" / "The Workmen Compensation Act" [prior to commencement of work, in case of award]", must be submitted.
6. The Contractor shall ensure that the vehicle(s) are kept clean and upholstery with neat seat covers duly washed / dry-cleaned to be provided at an interval as specified by the Officer in-Charge.
7. The Contractor will ensure that the drivers of the vehicles are given "one [01] day's off in a week" and provide alternative driver for that day.
8. Vehicle, (s) to be provided with factory fitted devices such as A/C and all other major components. Total run of a vehicle during the contract period or its extended period shall not to exceed 1 lakh kms. In case a vehicle(s) has run 1 lakh kms, such vehicle(s) must be discontinued and replaced by similar or better/upper specifications vehicle(s) till the end of the Contract period or extended period.
9. Contractor should appoint one Supervisor on 12 hrs daily basis with communication facility & he will be responsible for the movement and condition of vehicle. His duty is to control vehicles, daily checking of vehicle conditions, facilitate MNGL employees and other related activities which will be given by MNGL HR officials.
10. **On vehicles front & back mirror "ON MNGL DUTY" clearly visible board is required.**
11. Driver must have authorized valid commercial vehicle driving license and neat & clean on daily basis (properly in uniform and shoes) Contractor will be held responsible if driver is not in proper attire. A Fine of Rs.500/- will be imposed.
12. As per requirement of vehicle in Odd Hour/Holiday/Outstation, vehicle as well as driver will be arranged by the Contractor. If the Contractor fails, then a fine of Rs.2,500/- plus the hired vehicle charges from outside will be borne by the Contractor which will be deducted from his/her monthly bill.
13. Contractor should personally visit at MNGL offices at least twice in month for inspection of vehicles and also monitor the driver's attire.



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14. Void
15. Vehicles must be available 12 hrs from the starting hrs, if required for more hrs. then overtime will be paid as per applicable rate after 12 hrs. In case if the Contractor provides less than 12 hrs of service of vehicle then penalty will be Rs.1,000/- per day per vehicle.
16. Contractor will pay minimum wages to the deployed drivers on or before 07<sup>th</sup> day of every month as per The Motor Transport Workers Act, 1961 and applicable act in the respective states. If he fails, then penalty of Rs.1,000/- will be imposed per day per driver for the delay.
17. Binding (Hard) Logbook (at least 200 pages) will be provided by Contractor which should be maintained by Drivers on daily basis & Contractor/Supervisor should ensure it is maintained properly. During inspection if it is found that the Logbook is not maintained properly then a fine of Rs. 1,000/- will be imposed.
18. All vehicles must be clean (inside -out) on regular basis, Contractor/Supervisor should ensure it on daily basis. If any vehicle found dirty on duty, then fine of Rs. 1,000/- per vehicle per day will be imposed.
19. Toll & Parking charges will be paid by Contractor which he can claimed along with bills on monthly basis. But if paid by the User then double amount will be deducted from his monthly bill with fine charges of Rs. 1,000/- per occasion.
20. Contractor has to provide vehicles as following below mentioned locations:

<b>GA</b>	<b>Location</b>
Telangana	Pudur (Hyderabad)/Kamareddy District/ Nizamabad District, Asifabad District, Adilabad District & Manchal District.
Nanded	Mehkar/ Buldhana District / Parbhani/ Nanded District

**Note: Within the GA, MNGL is authorized to deploy vehicle at any location as mentioned above there will be no additional charges for the same. By giving 7 days' notice MNGL may change reporting location within GA.**

21. **The contract must own at least 2 Nos. of vehicles.**

The above vehicles shall be four wheelers having taxi permit and should be registered in the name of firm / contract in case of proprietorship / partnership concern and in the name of the firm / company for other than proprietorship / partnership concern.

Documentary proof of copy of valid RC must be submitted by the bidder along with the bid.

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



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**5. OPERATIONAL NORMS & CONDITIONS:**

- 5.1 The Vehicles are required to report to sites/locations as per the direction of the Officer-in-Charge and may be required to stay overnight on temporary duties. The vehicles for execution of the Pipeline Projects shall be reporting to the Project offices. However, night halt for the places other than those mentioned in the Scope of Work shall be considered as out station duties for payment purpose.
- 5.2 The contractor shall be required to deploy the Vehicles confirming to the specifications with all-requisite factory fitted accessories tools, and accessories including spare wheels and the other equipment as per the M. V. Act / rules in force.
- 5.3 The contractor shall maintain the Vehicles in absolute good working condition. If any **Vehicle develops defects while on duty**, the contractor shall immediately replace it by a Suitable substitute vehicle within a period of **two hours** or arrange satisfactory repairs. In Case of failure of the contractor to repair the Vehicles or to provide the substitute vehicle, then penalty shall be imposed **as per clause no. 22**. If the MNGL makes alternative arrangement, the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by the MNGL in addition of penalty.
- 5.4 The Contactor has to provide the vehicle(s) with tank full of fuel and sufficient money with the driver to meet with any exigency for all the notified requirements for long distances/ outstation duties. In case of failure of the vehicle in route for want of fuel or otherwise and the accompanying Driver shows his inability and the Company's employee/ officer or any other authorized person utilizing the vehicle has to incur expenditure for making good the vehicle either by refueling or any other act which is recorded in log book by the utilizing person, recovery of such expenses shall be double the amount spent by the utilizing person along with a day's hire charges calculated on pro-rata basis and these amounts shall be recovered from the Contractor's bill.
- 5.5 In case, **hired vehicle(s) is totally damaged due to an accident**, the Contractor will provide ADHOC vehicle(s) of similar / matching type within "twenty-four [24] hours" from the occurrence of the accident and permanent replacement of such vehicle shall be provided to MNGL within 15 days from the occurrence of the accident. In case of non-compliance of which penalty shall be imposed **as per clause no. 22** after 24 hours.
- 5.6 Drivers of the Vehicles normally should not be changed during currency of contract. The Contractor shall ensure that the driver(s) provided on vehicles is/are well dressed, smart in turnout and is/are disciplined, courteous and behave properly with the Company's personnel. The Contractors shall withdraw such driver(s) from duty, who do not behave in a proper/disciplined manner or who resumes work under the influence of liquor etc. The Company's decision in this regard shall be final and binding on the contractor. In case of failure of the contractor to withdraw such driver(s) from duty, the Vehicle(s) shall not be accepted for duty and shall be considered as vehicle(s) not provided by the contractor and penalty as applicable shall be levied.



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- 5.7 Contractor shall provide proper upholstery for the vehicle along with a pair of uniforms of 'White Shirt & Black Trouser', or any other colour as approved by Officer-in- Charge, stitched in standard uniform pattern & shoes to every driver provided with the vehicle(s). In case, the driver is not presenting himself for duty in proper uniform, penalty **under clause no. 22** will be imposed on Contractor. Decision of "EIC/OIC" will be final & binding on the Contractor in this regard.
- 5.8 In case of air-conditioned vehicles, **under clause no. 22** per day per vehicle shall be levied, if the AC is not working.
- 5.9 The Contractor shall have to make his own arrangements for the stay of his staff including night-halt, etc. at his own risk and cost and also for repairs and fueling, etc. of the hired vehicle(s) as per requirement. However, the Company shall pay "night-halt charges as mentioned in clause no. 14 in case vehicle(s) are deputed for 'outstation duty' and required to stay overnight.
- 5.10 In case any Vehicle(s) is **withdrawn from duty** by the contractor or if she / he **fails to provide a substitute Vehicle** or provide a **Vehicle which is not in acceptable condition**, no payment shall be made to the contractor for those day(s) against the Vehicle and imposing the penalty as **specified in clause no. 22** of SCC of the tender which shall be recovered from the bill(s) of the contractor without any notice.
- For a day =  $\frac{\text{Monthly Fixed Charges}}{\text{No. of days in a month}}$
- 5.12 **The driver/contractors shall not carry any unauthorized passenger in the Vehicles** on duty hours. In case the same is detected, no payment shall be admissible for the day/days of such occurrence. In case Contractor/ Driver ignores the instructions, the Vehicle shall not be accepted and **penalty as per clause no. 22** shall be imposed and in case of no improvement and corrective action, Officer-in-Charge shall initiate action for de-hiring/ cancellation of contract.
- 5.13 The Vehicle(s) on duty is/are subject to **surprise checks** by an authorized representative of the Company for carrying any unauthorized passenger or any conduct prejudicial to the Company's interest or image. Such checks will also be applicable to any alternate Vehicle provided by the Contractor. In case of any default / non-compliance of the terms and conditions of the Contract, stern action shall be taken against the Contractor including de-hire and cancellation of contract.
- 5.14 The Contractors shall not display the advertisement of his or other agency on the Vehicle(s) hired by the Company.
- 5.15 Before and after the duty hours and on holidays, the Vehicles deployed for duty shall not be used for any other purpose.
- 5.16 Speedometer Kilometer Recorder and other instruments/meter(s) must be maintained at a high standard of accuracy. Any defect noticed by Officer-in- Charge or his



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authorized representatives shall be rectified forthwith by the Contractor. Until such rectification, the kilometer for such distance/places as verified and certified by the Officer/Staff traveling in the Vehicle shall be final and binding to the Contractor for the purpose of billing, etc.

- 5.17 The contractors shall have an office with telephone facility. The responsible representative of the contractor shall have to make regular visits to the Company as specified from time to time during currency of the contract. The Contractor should intimate his contact Telephone numbers & permanent address for communication/ correspondence in writing along with his offer for correspondence in regard of this contract. Any change in permanent address of the party shall be intimated at least 15 days before such change. The driver should also have mobile phone in working condition. A printed slip / card indicating the vehicle registration no., name of the driver and his mobile no. should be handed over to the commuter immediately while boarding the vehicle.
- 5.18 Regular Vehicle shall be given one day off in a month for maintenance to keep the vehicle in good running condition. However, Contractor has to provide suitable substitute / **replacement Vehicle during maintenance period**. In case of failure, penalty would be made as **per clause no. 22** of SCC of the tender.
- 5.19 In case of Vehicles hired from other sources by Contractor and deployed on duty, an undertaking on stamp paper of requisite value is required to be submitted from concerned Party indicating its willingness for deploying the vehicle through the Contractor, and under any circumstances he/ she will not make any claim whatsoever to the Company.
- 5.20 i) Contractor should produce necessary ESIC Code before commencement of work or coverage under Workmen Compensation Act who are not covered under ESI Act, the Contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to the Company.
- ii) Contractor should produce necessary EPF Code before commencement of Work.
- 5.21 Contractor is responsible to obtain labor license, if applicable, under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 from the Office of Assistant Regional Labour Commissioner (Central), Pune Ministry of Labour, Govt. of India for the respective States.
- 5.22 Contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labour legislations.
- 5.23 Contractor shall discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act 1936, Workman Compensation Act 1923; and other relevant acts, rules and regulations notified from time to time.



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- 5.24 Contractor shall also ensure to engage only those persons whose character / antecedents have been **got verified by him from local police station** and Contractor shall submit the document to the Officer-in- Charge for the same as and when required. Contractor shall provide proper identification cards for his employees duly signed by him or his authorized representative to be deputed for work. Contractor should also obtain entry passes from the Company's Security agency through Officer-in- Charge for his employees, wherever required.
- 5.25 Contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th day of the following month. Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per the Minimum Wages Act, 1948 and the Payment of Wages Act, 1936.
- 5.26 While conforming to any of these conditions, Contractor should ensure that no applicable Act or rules regarding labor, welfare etc, is violated. Contractor shall indemnify MNGL for any action brought against him for violation, non-compliance of any applicable Act, rules & regulations thereunder.
- 5.27 Persons proposed to be deployed by Contractor shall be medically examined and declared fit by qualified medical practitioner. Contractor should undertake and ensure that personnel engaged by him is not suffering from communicable disease.
- 5.28 Vehicles shall not leave duty point for any purpose without the specific permission of the user.
- 5.29 If Vehicle driver has taken an amount from the user towards cost of CNG, consumables etc. double the amount shall be deducted from Contractor's bills without any notice.
- 5.30 Vehicle provided may have Mobile Radio System to be installed by the Company and Contractor shall have no objection to that. Driver of the vehicle shall be solely responsible for safety and security of such system.
- 5.31 Duty hours and kilometer run of the hired vehicles shall be counted from the reporting time of the hired vehicle at the designated place in the town. No hire charges shall be paid to contractor for the kilometer run from its place of parking to the reporting place & vice versa. Vehicles will be required to report for duty at a particular nominated site/place. In case it is required to report at any other place directly, kilo meter run from the nominated site to the reporting site is payable and no other charges shall be paid.
- 5.32 Contractor's staff shall abide by the existing security and safety rules / regulations / precautions as per instructions given from time to time. Contractor and his employees may also be required to pledge secrecy and non-divulgence of the nature of work of the Company.
- 5.33 The Company shall not be responsible for any claim/compensation that may arise due to damages/ injuries/ pilferage to Contractor's vehicles/ property/ drivers other staff, etc. under any circumstances while the hired vehicle(s) is engaged on duty.



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- 5.34 Contractor shall ensure that his drivers refrain from smoking while driving the Vehicle, be polite and well behaved and should not use any abusive language. Driver(s) also to ensure that no inflammable substances of any nature, form etc. should be carried by Vehicle at the installations, camp stations, stores, yards, etc. while on duty. Contractor's employees shall also ensure that they abide by usual and special rules regarding the safety and security measures while on duty with the Company as per directions of the representative(s) of the Company at the worksite.
- 5.35 Contractor(s)/ driver(s) shall arrange to park the Vehicle(s) at a designated place at his risk & cost. However, the Contractor shall be liable to provide the hired vehicle(s) to the concerned user(s) within "one [01] hour" of intimation from the Company.
- 5.36 Contractor shall be solely responsible and indemnify the Company against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 5.37 Contractor will have to provide spare wheel(s) in good condition with the vehicle(s) to meet any eventual breakdown en-route requiring minor repairs developed during journey.
- 5.38 Contractors shall indemnify the Company against all losses or damages if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 5.39 Contractors shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 5.40 Contractor is required to maintain registers and records as required under different laws.
- 5.41 Contractor shall take care of the health and insurance of all their employees and workmen deputed for this work.
- 5.42 Contractor will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.
- 5.43 Vehicle mandatory of white' color shall be fitted with good quality music system, Reading Light, Fire extinguisher and First-aid box. In case of non-provision of any item, a penalty shall be imposed under **clause no. 22** per day per item.
- 5.44 The driver should be conversant with local language preferably having knowledge of local language (Marathi, Hindi & English)
- 5.45 **Parking fee and Toll fee incurred by the contractor in respect of the vehicles on MNGL duty will be claimed along with monthly bills and would be reimbursed to the contractor by MNGL as per actuals. The payment shall be admissible on submission of the receipts certified by the user.**



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- 5.46 Whenever it is found that, no vehicle is deployed for the service on any day or no vehicle came for the service beyond 01 hour; penalty shall be levied **under clause no. 22** per occasion and in such cases, company shall reserve the right to call such vehicle from third party & bill of which shall be payable by the contractor.

**6. VEHICLE DOCUMENT:**

The Vehicles should be fit in all respects for operations in accordance with the Motor Vehicle Act, the rules and the laws as applicable from time to time. The Vehicle(s) must be equipped with valid documents i.e., Registration Book, Taxi Permit, Pollution Control Certificate, Insurance Certificate, Fitness Certificate(s); permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual permits/temporary road permits or parking fees etc., if any required during and for the duty with the Company. The responsibility of any lapse in this regard shall be that of the contractors/vehicle owners exclusively. The Company, its officers/employees shall in no way be responsible for any lapse/default of the vehicle owner/contractor, and, the company, its officers/employees shall be completely indemnified and kept harmless by the contractor against such default.

**7. LABOUR LEGISLATION AND OTHER ENACTMENTS:**

- 7.1 Contractor shall strictly follow and abide by the rules and regulations of the Motor Vehicles Act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central/State legislations and orders, rules and regulation of Central/State Government and other authorities. Contractor agrees to indemnify and hold the Company and its employee's harmless for/against any loss, expenditure, and claims penalty etc., of whatsoever nature to the Company in this regard due to the non-fulfillment of the obligations and violation by the contractor.
- 7.2 Registration with Labour Commissioner: If necessary, Contractor shall be required to register with Labour Authority of appropriate Government having jurisdiction as per "Contract Labour Rules 1971", or any other labour rules/regulations/laws, applicable from time to time. This shall be required immediately after the acceptance of the Tender. Contractor shall comply with all the applicable Labour Laws.
- 7.3 Contractor will be fully responsible for any and all disputes arising out of any Labour Act, Motor vehicles Act, Income Tax Act, Payment of Wages Act, Pollution Control Act, Mines Act, EPF Act, Industrial Disputes Act etc., and will settle the same at his own. It is the responsibility of Contractor to pay the driver/ any employee as per labour law/ Payment of Wages Act in force and in case of failure of any claims, Contractor is personally responsible.
- 7.4 Contractor must indemnify the Company, its employees against any liquidated damages incurred as the principal employer for any failure of Contractor to honor the various Central/State/Local self-body laws/enactment in this respect.



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- 7.5 Contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract.

Contractors shall undertake to indemnify the Company against all actions, suits, proceedings, claims, losses, damages etc. which may arise under "Minimum Wages Act", "Personnel injury", "Company Insurance Act", "E.S.I. Act", "Fatal Accident Act", "Workmen Compensation Act", "Shops & Establishment Act", "Employees Provident Fund Act", "Family Pension & Deposit Linked Insurance Scheme" or any other act or statute not specifically mentioned herein but having any direct or indirect application for the persons engaged under this Contract.

Contractor agrees to and does hereby accept full & exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold the Company harmless from any liability/penalty which may be imposed by the Central, State or local authority and also from all claims, suits or proceedings that may be brought out against the Company arising under, growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the Contractor, by third parties or any Central Government, State Government or Local authority under any act or rule framed there under. Contractor shall indemnify the Company against all losses or damages caused to it on account of acts of the personnel deployed by him.

- 7.6 Contractor will be required to observe and fulfill all the obligations under various enactments applicable to the nature of job performed by him under the contract.

**8. TAXES & DUTIES:**

Contractor shall pay all the taxes corporate tax i.e. Income Tax, Goods & Service Tax and any/or any other taxes levied by Central/State or any other authorities. However, the Company will deduct standard recovery towards the Income Tax from monthly payments. However, Goods & Service tax shall be paid extra at actual on presentation of receipt. In case Goods & Service Tax is applicable for the Tendered Work, Contractor shall claim the Goods & Service Tax indicating rate of abatement/deduction allowed as per "Goods & Service Tax Act" from the 1st Invoice itself. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered, and shall contain the following:

- (a) Name, Address & Registration No. of such Person/Contractor
- (b) Name & Address of the Person/Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) Goods & Service Tax Amount

Payments to Service Provider for claiming Goods & Service Tax amount will be made provided the above formalities are fulfilled. In case of statutory variation in Goods & Service Tax during currency of the Contract, Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of Goods & Service Tax /



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statutory variation in Goods & Service Tax, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential Goods & Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears.

**9. VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION):**

- 9.1 Acceptance of a Vehicle in the service of the Company will be subject to the inspection of the vehicles documents and the documents of the driver, by an authorized officer. Such inspection(s) will be carried out initially before the first acceptance of the vehicle and at an appropriate periodical or by surprise checks at the discretion of the Engineer-in-Charge. The decision with regards to the acceptance or rejection of the vehicle/equipment, offered by Contractor(s) shall remain with the Company and its decision shall be final and binding.

Any certificate obtained or produced by Contractor stating the condition of the vehicles offered/placed at the service of the Company by any officer of Central or State Government Authority such as M. V .1. etc., as satisfactory shall not be binding on the Company. The Company has an absolute right to accept or reject the same.

**10. REQUIREMENT & ADDITIONAL PLACEMENT OF VEHICLES:**

- 10.1 During the currency of contract, the Company may increase/ decrease the number of vehicles depending upon the requirement and the same shall be obligatory and binding on the contractor. The Company shall have right to take on hire Vehicles in phased manner also, depending on the requirement. In case of decrease in number of vehicles, a notice of 7 days shall be given for de-hiring. In case of increase of number of Vehicles, the contractor has to supply the vehicle within a period specified in Clause 3, above.

**11. LOGBOOK MAINTENANCE:**

- 11.1 MNGL shall provide sample format for the Log book at the time of order placement & Contractor shall submit the log book in the same format. In case of not getting the log book filled-in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection(s) rectified. The logbook must be got filled-in from user on day-to-day basis. The same shall be checked randomly and if not found updated on daily basis, **penalty under clause no. 22** per incidence shall be recovered from the bills.
- 11.2 Separate logbook for each month will require to be maintained for each vehicle. These shall be duly filled-up in all the columns and signed by the officer of the Company with all details. All the bills will be verified on the basis of logbook of the vehicle. If the name and designation of the user/officer is not clearly identified, the payment for such journeys may not be admitted.
- 11.3 Responsibility of obtaining the daily KM runs properly entered in the logbook in all respects to tally the distance run and places visited shall be entirely of Contractor. The



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speedometer of the vehicles should not be discontinued during the period of contract. The distance traveled between Office-garage-Office should be reflected in log book.

- 11.4 Opening KM reading and closing KM reading shall be taken from the notified reporting place but not from the contractor garage/residence. The opening KM reading in logbook shall be filled immediately on report to duty. In case there is some difference, the excess difference will not be paid and bill(s) will be corrected accordingly and passed for payment.

**12. ACCIDENTS / DAMAGES / CLAIMS LIABILITIES:**

- 12.1 In the event of any accident or damages while the vehicle(s) is on the duty, the Company shall be completely free from any liability of any nature connected with the accident/damage(s). Contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or any person(s) or damage to any property or person. This includes any third-party claims. However, if the damage or loss is incurred by the Company or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, Contractor shall reimburse on demand and without any demur the compensation/ damages if any sustained by the Company on this account.
- 12.2 Contractor shall be solely responsible for any consequences under law, arising out of any accident caused by the vehicle(s)/equipment to the property or personnel of the Company. Contractor shall also be responsible for any claim/ compensation arising out of such damages or injuries sustained by any third-party including loss of life, permanent injuries etc., by his/their vehicle(s), in addition to damages/disabilities/death, etc. caused to the employees and property of the Company. Contractor shall reimburse on demand and without any demur the compensation/damage if any sustained by the Company on this account.
- 12.3 Contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in his employment while on duty of the Company.
- 12.4 The Company shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to Contractor's vehicles/ property under any circumstances while the vehicle(s) is on duty of the Company.
- 12.5 It is the responsibility of Contractor to inform the user of the vehicle as well as the Officer- in Charge or his authorized representative occurrence of any accident as early as possible to avoid any disruption to the Company's operations, provide substitute vehicle and submit a detailed report to the Officer-in Charge or his authorized representative within 24 hrs for the record of the Company.
- 12.6 Absence of vehicle due to any accident shall not entitle Contractor to any exemptions from the liabilities under the Contract. Arrangement of the alternative/ substitute is the responsibility of the contractor.



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**13. INSURANCE:**

- 13.1 Hired vehicle(s) should be fully / comprehensively insured by Contractor, at his own cost covering all risks and liabilities including strike & riots.
- 13.2 All liabilities arising out of the accidents, disturbances to the vehicle(s) operations of the Company will rest upon the contractor.
- 13.3 Contractor shall be responsible to submit copies of insurance cover and other documentation in respect of vehicles deployed with the Company on the date of placement of vehicle. Contractor shall also be responsible for renewal of such insurance covers in time.
- 13.4 Contractor shall also ensure and provide insurance cover to its staff including driver and Cleaner, if so deployed with the vehicle.

**14. RATE:**

- 14.1 The Company shall pay for the services of the Vehicles at the rates mentioned in Schedule of rates enclosed.
- 14.2 The rates, offered should include all expenses fuel, oil, lubricants, establishment, all expenses on drivers viz., salary as per labour regulations (including cost of permits, repairs and maintenance, including the provisioning of the breakdown/maintenance reserve taxi etc.), whatsoever required for the specific performance of this contract including goods & service tax. Such expenses shall include expenses on Regional Transport Authority, Labour Authorities, and Government local and Municipal Authorities dues, comprehensive insurance, local services and any other expenses wherever or whatsoever necessary for the continuance/operation of such services.
- 14.3 Parking and toll charges shall be paid extra as per actual on submission of original documents.

**14.4 RATES FOR ADDITIONAL RUN & NIGHT HALTS:**

Rates for additional run beyond fixed Kms and out station night halt charges shall be FIRM for the vehicles on monthly / regular basis and shall be paid extra as quoted by the bidder. For further details refer SOR.



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**15. ESCALATION / DE-ESCALATION:**

15.1 Rates quoted are firm and will remain unchanged during currency of the contract. However, the Company will consider an increase/decrease in the Kilometer rates during the contractual period, in the event of increase/decrease in retail prices of fuel as per, the following formula :

$$\frac{R \times I}{N}$$

Where as R = Total K.M. run during the month  
I = Increase/decrease Price of fuel/ per Kg for CNG  
N = Mileage of the vehicle (approx.)

Note: The Mileage figure of vehicle (s) to be considered for calculation of ESCALATION / DE-ESCALATION is as under:

**Diesel Vehicles model not earlier than 2023**

Sr. No.	Type of vehicle running on CNG	CNG (Average)
1.	AC Maruti Swift Dzire / Hyundai Aura /Honda Amaze <b>(Commercial CNG Vehicle)</b>	22

The Escalation / De-escalation as worked out above will be applicable only if increase in price of diesel is beyond + (plus) or - (minus) 3% from the prevailing rate on the date of tender opening.

15.2 The above formula shall also be used for reduction in rate per km, in case the fuel price is reduced. Press Notification shall form the basis of prevailing fuel price. The escalation charges will be claimed in the subsequent month only from the date of rise of fuel price. However, this will not be applicable for increase of spare parts, lube oil etc.

15.3 No claim whatsoever will be considered for increasing the monthly charges of the vehicles during the period of agreement entered on the basis of this calculation.

15.4 Contractor shall submit the actual bills in original issued by Diesel / CNG out lets and shall claim the escalation/ de-escalation along with his regular Bills.

15.5 The diesel / CNG rates prevailing at place of deployment as detailed in Scope of works will be taken as the basis for calculating escalation / De-escalation.

**16. BILLING AND PAYMENT:**

16.1 The Company shall not be liable to make any other payment except the agreed hiring charges. The rates offered should include all the expenses on drivers viz., salary as per labour regulations (including bonus, overtime etc.), uniform, taxes, parking charges, permit, repairs and maintenance of vehicles, including the provisioning break



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down/ maintenance/ re-service vehicle etc. whatsoever required for the specific performance of this contract including goods & service tax.

- 16.2 Contractor shall submit bills duly certified by designated officers of MNGL in respect of the service (vehicle wise) rendered by him in duplicate on monthly basis to the Company (not in piece meal), in the prescribed Performa duly verified and certified by the user. The bills shall show date wise services rendered as per the logbooks. Contractor is required to submit the bills within 07 working days of the following month, duly filled in all respect to the Officer-in-Charge or his authorized person. The bills complete in all respects will be processed and paid within 20 working days from the date of receipt by the concerned F & A after deducting applicable taxes.
- 16.3 No claims whatsoever will be considered for increasing the charges during the period of agreement/ extended period on basis of this tender.
- 16.4 Payment will be released for the correctly made bills normally within 15 working days from the date of submission of bills duly certified by OIC. The Company shall not pay any interest for any delayed processing of the bills.
- 16.5 No interest shall be payable on withheld amounts.
- 16.6 Recovery of Income Tax applicable as per Income Tax Act from the bills.
- 16.7 Goods & Service tax if applicable should be inclusive in quoted rate and break-up of Goods & Service tax to be indicated in SOR.
- 16.8 The monthly bills shall be released on submission of Cenvatable Invoice along with the proof of payment of minimum wages to the drivers, deposit of their monthly PF & ESI contributions with statutory authorities.

**PAYING AUTHORITY:**

Director (Commercial),  
MNGL, Pune

**17. SECURITY DEPOSIT / BANK GUARANTEE:**

- 17.1 The contractor shall furnish a total security deposit of 10% of annualized contract value (Basic Contract value excluding all taxes and duties). Security Deposit may be submitted in the form of Nationalized Bank's Demand Draft drawn in favor of Maharashtra Natural Gas Limited, Pune or Bank Guarantee in the prescribed Performa within 15 days from the date of Service Order.
- 17.2 The Security deposit/bank guarantee shall be liable to be forfeited/invoked in case of termination of the contract by the Company.



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- 17.3 The Company reserves the right to recover from the security deposit/ bank guarantee the balance amount, if any, which could not be recovered from the payments to the contractor under any of the clause of this contract.
- 17.4 Contractor shall be liable to pay further balance of recovery / claim if any, which could not be recovered from the payments to the contractor and/or from the security deposit/bank guarantee.
- 17.5 The Company shall not pay any interest on the Earnest Money or Security Deposit, or performance guarantee furnished by the contractor.
- 17.6 The Bank Guarantee towards performance guarantee for satisfactory performance of contract should be valid for 3 months beyond the original contract period and extended period as well. In the absence of such validity, payments of all dues to the contractor will be withheld. On production of performance guarantee, Earnest Money Deposit will be released.
- 17.7 The Security Deposit/ Bank Guarantee, subject to recoveries, if any, shall be refunded to Contractor after the successful completion of this contract.
- 17.8 In case Contractor fails to carry out the job, as per the terms and conditions of the contract, the security deposit is liable to be forfeited and Bank Guarantee is to be invoked, without prejudice to any other right, which the Company may have under this contract or otherwise.

**18. TERMINATION:**

The Company may without prejudice to its rights against Contractor in respect of any delay or otherwise or any claims for damage, in respect of any breach of the terms of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing terminate the contract with immediate effect in any of the following cases:

1. In the event of Contractor going into liquidation or winding up his business or making arrangement with his creditors.
2. It is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by marking any misrepresentation including submission of forged documents.
3. If in the opinion of the Company, the contractor has delayed or suspended the facilities in terms of tender conditions.
4. In the event of any breach of the terms and conditions of the contract by Contractor or if Contractor is found to be indulging in activity subversive to the Company's interest or activity prejudicial to the interests of the Company and for any other good or sufficient reasons.



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5. Upon such termination of the contract the Security Deposit is liable to be forfeited and Bank guarantee to be invoked.
6. Notwithstanding anything contained above, the Company may, at its sole discretion, terminate this contract by giving the Contractor 30 day's written notice to the effect, without assigning any reasons whatsoever. The contract shall be deemed to have expired on expiry of the original period of contract unless extended.

**19. FORCE MAJEURE:**

- 19.1 Where performance in whole or part by either party or any obligation under this Contract is prevented or delayed due to reasons beyond the control of such Party, such contract becomes unenforceable due to force majeure conditions and shall remain so till such time the force majeure event continues. Such events are act of public enemy, civil commotion, sabotage, floods, explosions, epidemics, or acts of God, Party claiming protection of force majeure shall give notice to other Party in respect of such event within 'four [04] hours' of occurrence thereof and neither party shall by reason of such event be entitled to have claim for hire charges/compensation/damages against the other in respect of such non-performance and/or delay in performance during such period.

**20. SUMMARY OF TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENTS:**

Bidders are required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate group for rejection of the Bids and forfeiture of Earnest Money Deposit.

In case, the information/documents furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, MNGL shall have full right to terminate the contract immediate and get the remaining job executed at the risk & cost of such contractor without any prejudice to the other rights available to MNGL under the contract such as forfeiture of Security Deposits, withholding of payments etc.

In the case the issue of submission of false document comes to the notice after execution of the work, MNGL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor. Further, such contractor/bidder shall be blacklisted for future business with MNGL.

**21. PRICE REDUCTION SCHEDULE (PRS):**

- 21.1 In the event of failure or delay of the Contractor in placing the required hired vehicles at the disposal of the Company or vehicle is not in acceptable condition for any reason whatsoever, the Company shall have the option to exercise any of the following rights:



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- (i) To make suitable alternative arrangement of the hired vehicle at the sole risk & cost of the Contractor, and recover such extra cost & expenses either from the amount due to Contractor or from his 'Security Deposit', etc. Cost and expenses under this clause, however, shall not be limited to the outstanding amount or 'Security Deposit', etc. due to Contractor and Contractor will be liable to refund the entire cost to MNGL.
- (ii) The Company shall have the right to recover from Contractor "@1.5 times of the pro rata rate per day" on monthly hire-charges of a particular vehicle. However, the Company reserves the right to terminate the Contract, in case vehicle(s) hired, remains absent from duty 'continuously for five [05] days' or 'ten [10] cumulative days' in a period of 'one [01] year' except for the permissible monthly one day off for maintenance."
- 21.2 Further, for any other violation of the provision of Contract, the Company reserves the right to impose penalty "@Rs. 1000/- per such incident" per vehicle."
- 21.3 While submitting the Offer, Bidder must note the 'Recovery(s) in the Event of Failure(s) by Contractor', as detailed in clause 22 below.
- 21.4 It is expected that the Bidders have apprised themselves of the service conditions under which the vehicles have to be used for the Company.

**22. RECOVERY(S) / PENALTY IN THE EVENT OF FAILURE(S) BY THE CONTRACTOR(S):**

**Penalty shall be imposed of Rs. 1000/- per occasion / per day for the non-compliance of the provision of this contract.**

**23. ARBITRATION:**

- 23.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge / Officer-in-charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.

The Employer [Maharashtra Natural Gas Limited] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.

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

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings



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shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be Pune in Maharashtra (India).

Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the court situated at Pune.

Bidders/suppliers/contractors 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.

**24. JURISDICTION:**

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at Pune in **MAHARASHTRA STATE** for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at Pune in **MAHARASHTRA STATE** only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

**25. STATUTORY COMPLIANCE UNDER LABOUR & INDUSTRIAL LAWS:**

1. The Contractor should produce necessary EPF Code before commencement of work.
2. The Contractor should produce necessary ESIC Code before commencement of work or workmen who are not covered under ESI Act, the Contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to Maharashtra Natural Gas Limited.
3. It shall be the sole responsibility of the contractor (including Contracting firm/ company) to obtain and to abide by all necessary licenses/ permissions from the concerned authorities as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act,1970
4. The Contract shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act,1952, the Employees State Insurance Act,1948, the Contract Labour (Regulation& abolition)Act,1970, the Inter-state Migrant workmen (Regulation of employment & conditions of services) Act,1979, the Minimum Wages Act,1948, the Payment of Wages Act,1936, the Workmen's Compensation Act,1923, Payment of Bonus (Amendment ) Ordinance 2007 and other relevant Acts, Rules and Regulations enforced from time to time



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5. The contractor shall be responsible for required contributions towards P.F, Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering services to MNGL and shall deposit these amounts on or before the prescribed dates. Every contractor shall submit the proof of depositing the employees' and employer's contributions. The contractor shall also be responsible to pay any administrative/inspection charges thereof, wherever applicable in respect of the personnel employed by him for the work of MNGL.
6. The contractor shall regularly submit all relevant records/ documents to MNGL representative for verification and upon such satisfaction only, MNGL will allow reimbursement of the amounts paid.
7. The contractor/contracting firm shall pay the wages to the workers latest by 7<sup>th</sup> of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner (Central), Pune from time to time in the presence of authorized representative of the Principal Employer i.e. Engineer–In-Charge (EIC). The Engineer Incharge shall ensure that the contractor/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time. The contractor after disbursing the wages in the presence of Engineer –In-Charge shall submit the copy of the register of wages to the management every month which shall necessarily contain following certification by the Engineer- In –Charge

“Certified that the amount shown in column No ..... has been paid to the workman concerned in my presence on ..... at .....” .

8. The contractor shall be directly responsible and indemnify the Company against all charges, dues, claims etc. Arising out of the disputes relating to the dues and employment of personnel deployed by him.
9. The contractor shall indemnify the MNGL against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.
10. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligations.
11. No labour below the age of 18 year shall be deployed.
12. The contractor shall be responsible to engage competent supervisor and monitor the jobs being performed by the persons to be deployed by the contractor.
13. The Contractor/Contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or -to a third person including loss to the properties of Owner /MNGL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.



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14. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify MNGL from such liabilities.
15. The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome, or infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.
16. No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant/Terminal premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, MNGL may terminate the contract.
17. The contractor/contracting firm shall indemnify MNGL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the contractor/contracting firm or his workers.
18. The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
19. The persons to be deployed should be on rolls of the contractor/contracting firm.
20. The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from security in respect of all their personnel.
21. The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the **supervisor** shall be invariably intimated to the Officer-In-Charge at the commencement of contract.
22. The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
23. The contractor/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner (Central), if he engages 20 or more workmen/labours.



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24. The contractor shall be required to furnish proof/copies of forms/returns as per the checklist attached hereto (Annexure-1) at regular intervals to the Officer –In- Charge. The checklist- is indicative only and other forms/returns as required under various acts shall be required to be filed/ maintained by the contractor himself regularly.

**Annexure-1**

1. Monthly PF challan, ECR copy & payment copy
2. ESI challan- monthly
3. Return of contributions- half yearly
4. ESI membership cards



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## UNPRICED SCHEDULE OF RATES

### BOQ No. 1 (Nanded GA)

Sr. No.	Type of Vehicle	Qty.	Quantity (24 Mon.)	Quoted / Not Quoted
1	AC Maruti Swift Dzire / Hyundai Aura / Honda Amaze <b>(Commercial CNG Vehicle) – fixed monthly 3500 KM &amp; fixed 12 hrs duty on daily basis.</b>	3	72	
2	Extra km@100 KM per month		7200	
3	Extra OT charges @50 hrs. per month		3600	

### BOQ No. 2 (Nizamabad GA)

Sr. No.	Type of Vehicle	Qty.	Quantity (24 Mon.)	Quoted / Not Quoted
1	AC Maruti Swift Dzire / Hyundai Aura / Honda Amaze <b>(Commercial CNG Vehicle) – fixed monthly 3500 KM &amp; fixed 12 hrs duty on daily basis.</b>	3	72	
2	Extra km@100 KM per month		7200	
3	Extra OT charges @50 hrs. per month		3600	



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## **SECTION – III SCHEDULE OF RATES (SOR)**

“Schedule of Rates (SOR) / BOQ is enclosed on e-tendering portal <https://etenders.gov.in>”

**Note:**

1. The Price Evaluation shall be done on GA wise basis separately at overall least cost to the Purchaser and order shall be placed on L-1 bidder(s) accordingly.
2. Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above. Bidder shall note that any error in estimating these taxes & Duties will be to Bidder's Account.
  - a. Goods & Service Tax @ \_\_\_\_\_

Please indicate the breakup of above GST as under:

- i) CGST @ \_\_\_\_\_
- ii) SGST @ \_\_\_\_\_
- iii) IGST @ \_\_\_\_\_
- iv) UGST @ \_\_\_\_\_