



**MAHARASHTRA NATURAL GAS LIMITED**  
(A joint venture of GAIL(India) Ltd. & BPCL)

CNG & CITY GAS DISTRIBUTION PROJECT FOR MNGL, PUNE

**Tender for Rate Contract for the period of two years for procuring the services with respect to O&M activities for MNGL Pune & Nashik GA**

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

**Bid Document No.: MNGL/CP/2024-25/120 dated 29.10.2024**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b></p> <p><b>Bid No.: MNGL/CP/2024-25/120</b></p>
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**MAHARASHTRA NATURAL  
GAS LIMITED**

**Tender for Rate Contract for the period of two years for  
procuring the services with respect to O&M activities for  
MNGL Pune & Nashik GA**

**Bid No.: MNGL/CP/2024-25/120**

**PART - A**

**1.0 INVITATION FOR BIDS (IFB)**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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**SECTION-I  
INVITATION FOR BIDS (IFB)**

**BID DOCUMENT NO.: MNGL/CP/2024-25/120**

**Date: 29.10.2024**

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/2024-25/120 dated 29.10.2024
ITEM(S)	Tender for Rate Contract for the period of two years for procuring the services with respect to O&M activities for MNGL Pune & Nashik GA
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Scope of Work of Vol II of II of tender document
EARNEST MONEY/ BIDSECURITY	Rs. 2,00,000/- 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	Tuesday, November 5 · 11:00am – 12:00pm  Google Meet joining info Video call link: <a href="https://meet.google.com/gtr-zvfe-ert">https://meet.google.com/gtr-zvfe-ert</a>
Bid submission due date and time	12.11.2024 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	13.11.2024 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	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) 25611000/1190/1156 Email: <a href="mailto:gasaid@mngl.in">gasaid@mngl.in</a> / <a href="mailto:kavita.sadaphule@mngl.in">kavita.sadaphule@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.mnql.in](http://www.mnql.in).

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

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

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

## 3.0 DOWNLOADING OF TENDER DOCUMENT

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

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

## 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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. Corrigendum / addendum, if any, to the tender document, shall be hosted on the website subsequent to the pre-bid meeting.

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

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

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

Advisories for the bidders attending the pre-bid meeting:

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

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

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

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

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

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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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- 5.4 The bid should be prepared by the "Sole Bidder" and should be sent to MNGL directly. MNGL reserve the right to reject offers made by intermediaries' representatives.
- 5.5 Bidder shall ensure that Bid Security having a validity of 6 (SIX) months from the bid due date, must accompany the offer in the format made available in the Bid Document.
- 5.6 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.
- 5.7 MNGL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.
- 5.8 ZERO DEVIATION TENDER

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

- i) Do not meet BEC Criteria
- ii) Bid Security
- iii) Performance Security (Contract Performance Bank Guarantee), 10% of Annualized Contract/Order value
- iv) Delivery Period
- v) Terms of Payment
- vi) Force Majeure
- vii) Resolution of Dispute/Arbitration
- viii) Termination of Contract,
- ix) Warranty and Guarantee
- x) Offer not submitted for complete scope of work
- xi) Firm prices
- xii) Prices not quoted as per Schedule of Rates formats.
- xiii) Bidder have been banned by Government of India or any its Agency/ Undertaking/ Department of Government of India.
- xiv) Bidder is under liquidation.
- xv) Bids not conforming to technical specification/requirements.
- xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xvii) Price Reduction Schedule.

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

**“THIS IS NOT AN ORDER”**

Yours faithfully,  
for Maharashtra Natural Gas Limited, Pune

Ganesh Said  
GM (C&P)

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

Note:

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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**ANNEXURE-I to IFB**

**BIDDER'S ELIGIBILITY CRITERIA**

**1.0 BRIEF PROJECT DETAILS**

Maharashtra Natural Gas Limited (MNGL) is a joint venture company of M/s. GAIL (India) Limited & 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.

**2.0 SCOPE OF WORK**

This tender deals with hiring Contractual Manpower for O&M activities for the period of 02 (Two) years for MNGL, Pune.

**3.0 BIDDER'S ELIGIBILITY CRITERIA:**

**A. BEC – Technical:**

A.1 Bidder must have executed a single or two work orders of value as mentioned under for providing Technical Manpower Services in the preceding 5 years reckoned from the final bid due date for qualification for the requisite number of Geographical Area(s):

Geographical Area (GA)	Eligibility Criteria
Pune	Minimum Rs.28.00 Lakhs
Nashik	Minimum Rs.15.00 Lakhs

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

**NOTE:** A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.

Documents required for Technical Criteria of BEC:

In support of this, bidder has to submit a copy of Work Order / Letter of Award / Letter of Acceptance along with completion / execution certificate issued by Client. The work completion letter should show the total executed value of the contract.

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

**B) BEC-Financial: Working capital calculation enclosed herewith as Annexure-I:**

**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:

Geographical Area	Minimum Annual Turnover requirement
Pune	Rs.28.00 Lakhs
Nashik	Rs.15.00 Lakhs

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

**B.2 Net worth:**

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

**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:

Geographical Area	Minimum Working Capital requirement
Pune	Rs.5.60 Lakhs
Nashik	Rs.3.00 Lakhs

Note : In case bidder quotes for more than one Geographical Area, the requirement of working Capital shall be on cumulative basis for the quoted Geographical Area(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.

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

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

Evaluation of the bids shall be done on overall least cost basis for each GA separately and award shall be made on L-1 bidder(s) for each GA separately.

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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**Annexure- I to IFB  
FORMAT-B**

**FINANCIAL SITUATION**

Applicant's Legal Name : \_\_\_\_\_ Date: \_\_\_\_\_  
Tender No.: \_\_\_\_\_  
Page ..... of .....

**Each bidder must fill in this form**

**FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR**

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

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

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

Signature of Bidder

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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b></p> <p><b>Bid No.: MNGL/CP/2024-25/120</b></p>
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**2.0 ACKNOWLEDGEMENT CUM CONSENT LETTER**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

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

**Sub:**

Dear Sir,

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

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

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

b) Contact Person at Pune, if any:

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

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

Reasons for non-submission of Bid : \_\_\_\_\_

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

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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)



**MAHARASHTRA NATURAL  
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### **3.0 SUBMISSION OF BID**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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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 two years for procuring the services with respect to O&M activities for MNGL Pune & Nashik 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.

**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.

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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.

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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**Bid No.: MNGL/CP/2024-25/120**

**PART – B**

**1.0 INSTRUCTION TO BIDDERS (ITB)**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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  - 12. Documents Comprising the Bid
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- D. Submission of Bids
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- E. Bid Opening and Evaluation
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  - 28. Examination of bids and Determination of Responsiveness
  - 29. Opening of Price Bids
  - 30. Correction of Errors
  - 31. Conversion to Single Currency for Comparison of Bids
  - 32. Evaluation and Comparison of Bids
  - 33. Preference for Domestic bidders
  - 34. Purchase Preference
  - 35. Compensation of Extended Stay – **Not Applicable**
  
- F. Award of Contract
  - 36. Award
  - 37. Employer's Right to accept any bid and to reject any or all Bids
  - 38. Notification of Award



**MAHARASHTRA NATURAL  
GAS LIMITED**

**Tender for Rate Contract for the period of two years for  
procuring the services with respect to O&M activities for  
MNGL Pune & Nashik GA**

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39. Signing of Agreement
40. Contract Performance Security
41. Corrupt or Fraudulent Practices

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## INSTRUCTIONS TO BIDDERS

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

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

### **REGISTRATION**

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

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include 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.

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

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

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

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

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

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

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BG/others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission

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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.**

- (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.

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- (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 MNGL/MoP&NG/Oil Public Sector Enterprise(s).

**3. Bid Evaluation Criteria:**

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

3.2 Financial - As per Annexure – I of IFB

**4. VOID**

**5. One Bid per Bidder**

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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.

## **7.0 SITE VISIT**

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

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

## **B. BIDDING DOCUMENTS**

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

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

Volume I of II  
Volume II of II

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

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

## 9. Clarification of Bidding Documents

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

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

## 10. Amendment of Bidding Documents

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

## C. PREPARATION OF BIDS

### 11. Language of Bid

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

## 12. Documents Comprising the Bid

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

### 12.1.1 Technical cover:

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

- i) Covering Letter as per format "Submission of Tender" / "Submission of Bid" enclosed with Part- A of Vol-I of II.
- ii) Bidder's general/ details information as per format F-1.
- iii) Power of Attorney in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- iv) Specific experience, annual turnover and equipment deployment details as called for in qualifying requirements.
- v) A Bid Form as per format F-2.
- vi) Copies of documents as required in list of enclosure.
- vii) Documents establishing the eligibility and conformity to the Bid Documents of all Goods and services, which the bidder proposes to supply under the award. Such document may be, literature, drawing or data and shall also include (a) the detailed description of the Good's essential technical and performance characteristics; (b) a clause-by-clause commentary on Employer's technical specification and demonstrating supplies substantial responsiveness to the specifications.
- ix) Copy of Bid security in accordance with IFB & Clause 16 of ITB to be furnished either in the form of Cashier's / Banker's cheque / Bank Draft payable to MNGL at Pune/ Bank Guarantee as per format F-4.
- x) Letter of authority in favour of any one or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.
- xi) Confirmation of no deviation as per Format F-6.
- xii) Present commitments strictly as per form F-9.
- xiii) **Indian Bidders are required to submit Employees Provident Fund registration certificate, ESIC registration certificate, Professional Tax Registration certificate, Labour welfare registration under Maharashtra Labour Welfare Fund Act and Shop Act Registration certificate.**
- xiv) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.
- xv) Any other information/details required as per bid document.

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**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.

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.

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- 13.6 Bid prices must be arrived at without agreement with any other Bidder of this tender for the purpose of restricting competition. Prices quoted by the Bidder must not be disclosed to any other Bidder of this tender. Bidder must not attempt to induce any other Bidder to submit or not submit a bid for restricting competition.
- 13.7 Alternative bids shall not be considered.
- 13.8 Conditional discount, if offered, shall not be considered for evaluation.
- 13.9 The bidder shall have to raise the Cenvatable invoice.
14. **VOID**
15. **Bid Validity**
- 15.1 Bids shall be kept valid for 4 (four) 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.
- 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,

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

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

**17. Pre-Bid Meeting – As per IFB**

17.1 The bidder(s) or his designated representative, who have purchased bid document, are invited to attend a pre-bid meeting which will take place as indicated in IFB

17.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay (without identifying the sources of the question) to all purchasers of the bidding documents. Any modification of the bidding documents listed in ITB Sub-Clause 8.1 that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

17.4 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

**18. Format and Signing of Bid**

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

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

**19. Zero Deviation**

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

- i) Do not meet BEC Criteria
- ii) Bid Security
- iii) Performance Security (Contract Performance Bank Guarantee), 10% of Annualized Contract/Order value
- iv) Delivery Period
- v) Terms of Payment

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- vi) Force Majeure
- vii) Resolution of Dispute/Arbitration
- viii) Termination of Contract,
- ix) Warranty and Guarantee
- x) Offer not submitted for complete scope of work
- xi) Firm prices
- xii) Prices not quoted as per Schedule of Rates formats.
- xiii) Bidder have been banned by Government of India or any its Agency/ Undertaking/ Department of Government of India.
- xiv) Bidder is under liquidation.
- xv) Bids not conforming to technical specification/requirements.
- xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xvii) Price Reduction Schedule.

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

**20. Mode of Payment**

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

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

**D. SUBMISSION OF BIDS**

**22.0 DEADLINE FOR SUBMISSION OF BID**

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

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

**23.0 LATE BIDS**

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

**24.0 MODIFICATION AND WITHDRAWAL OF BIDS**

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

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- 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.

##### **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.

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- d) is substantially responsive to the requirements of the bidding documents; and
- e) provides any clarification and/ or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 28.2.

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

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

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

#### 29.0 **OPENING OF PRICE BID**

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

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

#### 30. **Correction of Errors**

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

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

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

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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 affected pursuant to signing of Contract as per Clause 39 of ITB.

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

39. **Signing of Agreement**

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

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

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#### 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.
  - 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.

#### 42.0 **TERMINATION OF CONTRACT**

##### 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

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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.

**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.

**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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**2.0 ANNEXURE TO INSTRUCTIONS TO BIDDERS (ITB)**

**CONTENTS**

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



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**Bid No.: MNGL/CP/2024-25/120**

**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 considered 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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**LIST OF FORMATS  
{Annexure – II TO Instruction to Bidder (ITB)}**

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### CONTENT

<b>Sl. No.</b>	<b>Description</b>
1)	F-1 : Bidder's General Information
2)	F-2 : Bid Form
3)	F-3 : List of Enclosures
4)	F-3A : Financial Detail
5)	F-4 : Proforma for Bank Guarantee for EMD/ Bid Security Instruction for Furnishing Bid Guarantee/ Bank Guarantee
6)	F-5 : Letter of Authority
7)	F-6 : No Deviation Confirmation
8)	F-7 : Certificate
9)	F-8 : Details of Similar Work done during past five years
10)	F-9 : Present commitments of the Bidder
11)	F-10 : Proforma of Bank Guarantee for Contract Performance Security

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

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

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

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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**F-2  
BID FORM**

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

Dear Sir,

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

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

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

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

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

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

SEAL AND SIGNATURE  
DATE:

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

(SIGNATURE OF WITNESS)  
WITNESS NAME:  
ADDRESS:

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**F-3  
LIST OF ENCLOSURES**

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

Dear Sir,

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

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

**(SEAL AND SIGNATURE OF BIDDER)**

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**F-3A  
FINANCIAL DETAIL**

**EACH BIDDER MUST FILL IN THIS FORM**

a) Annual Turnover data for the last 3 years.

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

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

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

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

1. Net Worth = Reserves + Capitals – Accumulated Loss

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

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

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**F-4**  
**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY**

(To be stamped in accordance with the Stamp Act)

Ref: ..... Bank Guarantee No. ....  
Date .....

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

Dear Sir(s),

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

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

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

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

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

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WITNESS:

(SIGNATURE)  
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)  
(NAME)

Designation with Bank Stamp

Attorney as per

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

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

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

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

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**F-5  
LETTER OF AUTHORITY**

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

No.:

Date:

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

Dear Sir,

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

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

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

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

Yours faithfully,  
  
Signature  
  
Name & Designation  
  
For and on behalf of

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

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

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**F-6  
NO DEVIATION CONFIRMATION**

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

**EXCEPTION AND DEVIATION STATEMENT**

NAME OF WORK:

BID DOCUMENT NO.:

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

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

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

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

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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**F-7  
CERTIFICATE**

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

Dear Sir,

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

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

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**(SEAL AND SIGNATURE OF BIDDER)**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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**F-8  
DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS**

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

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

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

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

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

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

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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**F-9  
PRESENT COMMITMENTS OF THE BIDDER**

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

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

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

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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**F-10**

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

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

Dear Sir,

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

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

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

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_  
If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s \_\_\_\_\_ on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Pune or High Court of Mumbai.
7. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated \_\_\_\_\_ granted to him by the Bank.

Yours faithfully,

\_\_\_\_\_ Bank

By its Constituted Attorney

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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**F-16**

Format for No Claim Certificate  
[On the Letterhead of Contractor]

**NO CLAIM CERTIFICATE**

We, \_\_\_\_\_, a company incorporated under the laws of India, having its Registered Office at \_\_\_\_\_ and carrying on business under the name and style M/s. \_\_\_\_\_ were awarded the Contract by Maharashtra Natural Gas Ltd. in reference to Tender No. \_\_\_\_\_ dated \_\_\_\_\_.

After completion of the above said Work under the contract, we have scrutinized all our claims, contentions, disputes, issues with the project officials and we hereby confirm that after adjusting all payments received by us against our R.A. Bills, our balance entitlement under the contract is to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as per our Final Bill dated \_\_\_\_\_ towards full and final settlement of all our claims, dues, issues and contentions from Maharashtra Natural Gas Ltd.

We confirm and declare that with the receipt of aforesaid monies, all our claims, dues, disputes, differences between M/s. \_\_\_\_\_ and Maharashtra Natural Gas Ltd. under and with reference to above said contract stands fully and finally settled.

We further absolve Maharashtra Natural Gas Ltd. from all liabilities present or future arising directly or indirectly out of the contract.

We further confirm that the present settlement has been arrived at after mutual negotiations and is freely and fairly entered into between the parties. There is no economic duress or any other compulsion on us in entering into this settlement.

**Signature with Seal of Contractor**

**Dated:**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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**FORMAT FOR TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

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

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

Dear Sir / Madam,

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

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

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

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

5. I / We 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,

(Signature of the Bidder, with Official Seal)



**MAHARASHTRA NATURAL  
GAS LIMITED**

**Tender for Rate Contract for the period of two years for  
procuring the services with respect to O&M activities for  
MNGL Pune & Nashik GA**

**Bid No.: MNGL/CP/2024-25/120**

**COMMERCIAL QUESTIONNAIRE  
{Annexure – III to Instruction to Bidder (ITB)}**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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### COMMERCIAL QUESTIONNAIRE

Note:

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

Sl. No.	MNGL's Query	Bidder's Reply/ Confirmation
1.	Confirm that your Bid is valid for 4(four) months from the last date of submission of Bid.	
2.	Confirm that the following documents are submitted with Part-I:	
i)	All documents in relevant Section as per CHECK LIST	
ii)	Schedule of Rates/ Prices without specifying the rates/ prices are submitted in unpriced part, exactly as per the priced portion submitted in Part-II. In case some of items have not been quoted, such items should be identified in blank price format.	
iii)	Addendum duly signed and stamped on each page as a token of acceptance (applicable if issued).	
3.	Rates/ amount must be filled in format for `Schedule of Rates' enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected. In any case, Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on the Bidder. Please confirm.	
4.	Confirm that deviation/ terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	
5.	Confirm that you have studied complete Bidding Document including Technical and commercial part and your Bid is in accordance with the requirements of the Bidding Document.	
6.	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
7.	Confirm your acceptance for `Scope of Supply' as mentioned in Bidding Document.	
8.	Confirm your compliance to critical stipulations of tender document as mentioned below	
i	Defect Liability Period clause no. 80.0 of GCC	
ii	Contract Performance Security – clause no. 40.0 of ITB	
iii	Schedule of Rates – clause no. 87.0 of GCC	
iv	Arbitration – clause no. 27.0 of GCC	
v	Termination – Clause nos. 7.0 of SoW	
vi	Terms of Payment – as per tender document	
vii	Price Reduction Schedule – As per SCC & GCC	
9.	Confirm your acceptance for `Time Schedule' as mentioned in Bidding Document.	
10.	Confirm that your quoted price includes following taxes/ duties, insurance etc.	
i)	All taxes, charges and duties assessed or levied in respect of profits earned or income receivable by the Contractor by reason of this Contract.	

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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ii)	All taxes, duties as per applicable for this WORK in accordance with the provision of General Conditions of Contract and Special Conditions of Contract.	
iii)	All types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract.	
11.	Confirm that you have proposed adequate project/ site organization with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning stores, QA/ QC etc.	
12.	Confirm that all costs resulting from safe execution of WORK, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	

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**(STAMP & SIGNATURE OF BIDDER)**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b></p> <p><b>Bid No.: MNGL/CP/2024-25/120</b></p>
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**CHECK LIST**  
**{Annexure – IV to Instruction to Bidder (ITB)}**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNG Pune &amp; Nashik GA</b>  <b>Bid No.: MNG/CP/2024-25/120</b>
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**CHECK LIST FOR SUBMISSION OF BID**

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

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

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

**(A.2) EMD/ BID GUARANTEE/ BID SECURITY**

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

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

OR

(2) By Demand Draft  
 DD No. \_\_\_\_\_ dt. \_\_\_\_\_  
 Drawn on \_\_\_\_\_  
 For Rs. \_\_\_\_\_

Original shall be submitted in original copy and its zerox copy in other copies.

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

**(B) CONFIRMATION OF VARIOUS FORMATS**

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

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

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

(B.4) Audited Balance Sheet including



**MAHARASHTRA NATURAL GAS LIMITED**

**Tender for Rate Contract for the period of two years for procuring the services with respect to O&M activities for MNGL Pune & Nashik GA**

**Bid No.: MNGL/CP/2024-25/120**

profit and loss account statement for the last three years

Submitted

Submitted for the years:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

(B.5) PF Registration Certificate

Submitted

PF Registration No. \_\_\_\_\_

(B.6) Goods & Service Tax Registration Certificate

Submitted

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

(B.7) Power of Attorney in favour of the person who has signed the bid on stamp paper of appropriate value

Submitted

(B.8) Partnership Deed in case of partnership firm and Article of Association in case of limited company

Submitted

(B.9) Deployment List of Supervisory personnel:

Submitted

(B.10) A copy of SOR (without prices) duly signed, & Stamped as per SOR Format

Submitted

(C) **DEVIATION (IF ANY)**

(C.1) Deviation (if any) as per Format - F-6:

Submitted

(D) **REGARDING TECHNICAL DETAILS**

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

Submitted

Not Applicable

**(STAMP & SIGNATURE OF BIDDER)**



**MAHARASHTRA NATURAL  
GAS LIMITED**

**Tender for Rate Contract for the period of two years for  
procuring the services with respect to O&M activities for  
MNGL Pune & Nashik GA**

**Bid No.: MNGL/CP/2024-25/120**

**PART-C**

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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## General Conditions of Contract

### Section- I. Definitions

#### 1. DEFINITIONS OF TERMS:

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

- 1) The OWNER/COMPANY/PRINCIPAL EMPLOYER/MNGL mean MAHARASHTRA NATURAL GAS LIMITED having its Registered & Corporate office at Pride Purple Coronet, 301-302, Second Floor, Baner Rd, Above Bata Showroom, Baner, Pune – 411045 and includes its successors and assigns.
- 2) The "CONTRACTOR" means the person or the persons, firm or company or Corporation whose tender has been accepted by the OWNER and includes the CONTRACTOR'S legal Representatives his successors and permitted assigns.
- 3) The "Officer-in-charge / Engineer-in-charge" shall mean the person/ persons designated from time to time by the MNGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 4) The "WORK" shall mean and include all items and things to be supplied/done and services activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
- 5) "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 6) The "SUBCONTRACTOR- means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the Officer-in-charge, and the legal representatives, successors and permitted assigns of such person, firm or company.
- 7) The "CONTRACT" shall mean the Agreement between the OWNER and the CONTRACTOR for the execution of the works including therein all contract documents.
- 8) The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the OWNER.
- 9) The "ALTERATION ORDER" means an order given in writing by the Officer-in-charge to effect additions to or deletions from and alteration in the works.

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- 10) The “APPOINTING AUTHORITY” for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the OWNER.
  - 11) “NOTICE IN WRITING OR WRITTEN NOTICE” shall mean a notice in written, typed or printed characters sent (unless delivered personally) or otherwise proved to have been received by the addressee by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
  - 12) “APPROVED” shall mean approved in writing including subsequent written confirmation of previous verbal approval and “APPROVAL” means approval in writing including as aforesaid.
  - 13) “FAX/LETTER OF INTENT” shall mean an intimation by a FAX/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
  - 14) “DAY” means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
  - 15) “WORKING DAY” means any day which is not declared to be holiday or rest day by the OWNER.
  - 16) “WEEK” means a period of any consecutive seven days.
  - 17) “VALUE OF CONTRACT” shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work.
2. The contractor hereby confirms that he has already inspected the work site has clearly assessed the nature and extent of work and the conditions under which it will be carried out.
  3. Contractor hereby agrees to provide services and necessary supervision to carry out the work set down in the Schedule of works which forms part of this contract in accordance with the conditions of contract laid down in this part of the contract read in conjunction with specific instructions given in part of this contract by utilizing the materials / services if any, agreed to be given by the Company and listed in Annexure. The contractor has to provide necessary services to carry out the work. The work executed shall be to the satisfaction of MNGL, and contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary and for its completion in an efficient and workman like manner.
  4. The rates agreed herein shall remain firm till the expiry of the contract and extended period. The contractor shall not be entitled to any increase or revision (except Statutory) or any other right or claim whatsoever by way of representation, explanation or statement or elect to have been given away by any employee representation or any undertaking or promise given or elect to have been given by any employee of the company or due to contractor’s own ignorance or on account

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b></p> <p><b>Bid No.: MNGL/CP/2024-25/120</b></p>
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of any difficulties or hardship faced by him. His rates are all inclusive. However, GST as imposed by State / Central Govt. if applicable, shall be payable by MNGL at actual subject to submission of GST regn. No.

5. All persons deployed by the contractor shall be on his pay roll and should pay wages, PF contribution and Bonus as prescribed by Govt. and the company have no liability whatsoever in this regard. The persons deployed by the contractor shall remain under his control, supervision & discipline. The CONTRACTOR shall have the power to transfer, re-deploy and terminate their services. The CONTRACTOR shall regularly make full payment of wages and salaries not less than the minimum wages, as applicable to the persons engaged by him as required by him under the law.
6. No part of the contract nor any share of interest therein shall in any manner or degree be transferred / assigned or sublet by the contractor directly or indirectly to any persons, firm or corporation whatsoever.
7. The Contractor shall be responsible for providing proper services and exercise control over persons deployed by him. He shall also be bound to prohibit and prevent his employee from taking any direct and indirect interest and/or support, assist, maintain, or help from any person or persons engaged in any anti-social activities demonstrations riots or agitation, which may in any way be detrimental or prejudicial to the inter- land / properties in the neighborhood. In the event of any such actions by his persons or persons, contractor shall be fully and exclusively responsible therefore and shall keep the company harmless and indemnified from any consequential claims, actions, suits, proceedings, losses, or damages on any ground whatsoever.
8. All persons of the contractor entering on work premises shall be properly and neatly dressed and wear badges/ Identity cards while working on premises of the company including work site. The contractor shall provide safety shoes, uniform as desired by MNGL.
9. In case of the company considers presence of any of the persons of the contractor undesirable for whatever reasons including integrity, conduct, competence, 24 hours' notice in writing will be given by company to the contractor on receipt of the said notice, such a person will not be reemployed without express and written authorization of MNGL.
10. Any failure on part of the COMPANY at any time to enforce the strict observance of the performance of any of the terms and conditions of this CONTRACT or non-exercise of any right mentioned in the contract shall not constitute a waiver of such terms, conditions or rights and shall not affect or deprive the COMPANY to exercise the same at any later date.
11. CONTRACTOR shall from time to time during the progress of the service issue such further instructions as shall be necessary for the purpose of proper and adequate execution of the services.
12. The contractor shall remove or replace any workman whom the company considers incompetent or unsuitable.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune &amp; Nashik GA</b>  <b>Bid No.: MNGL/CP/2024-25/120</b>
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13. MNGL reserves the right to alter the scope of work in quantum as per the urgency of work. The contractor shall accordingly provide services as may be required by contract coordinator on giving a notice of two days
14. CONTRACTOR shall exclusively be liable for non-compliance of the provisions of any acts, laws rules and regulations having execution, bearing over engagement of workers directly or indirectly for execution of work and the CONTRACTOR hereby undertakes to indemnify Maharashtra Natural Gas Limited against all actions, suits, proceedings, claims, losses, damages etc. which may be arise under Minimum Wages Act, Industrial Dispute Act, Family pension and Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged by the CONTRACTOR under this CONTRACT.
15. Company shall not be liable for or in respect of any damages or compensation for any injuries or for any occupational diseases to any persons engaged by the CONTRACTOR and the CONTRACTOR shall keep the company indemnified thereof.
16. The contractor shall be liable for making good all damages / losses arising out of theft, breakage, pilferage of any office furniture, equipments, fittings and fixtures whatsoever it may be caused directly or indirectly.
17. The CONTRACTOR/his employees/agents/representatives shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this CONTRACT or descriptions of the site dimensions, quantity, quality or other information, concerning the work unless prior written permission has been obtained from the OWNER.
18. **RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:**  
The right to accept the tender will rest with the OWNER. The OWNER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. The whole work may be split up between more than one CONTRACTORS or accept in part (not entirely) if considered expedient. Quoted rates should hold good for such eventualities.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

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

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

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**20. SIGNING OF THE CONTRACT:**

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

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

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

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

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

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

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

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

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

MNGL if necessary, will obtain clarifications on the Tender by requesting for such information/clarifications from any or all Tenderers either in writing or through personal contact, as may be necessary, and the Tenderers are advised to refrain from contacting by any means MNGL and/or their employee(s)/representative(s) on their own, on matters related to Tenders under consideration. Tenderers will not be permitted to change the substance of the Tenders after opening of Tenders.

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

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

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24. Following documents form the part of this contract.
- a. Instructions to bidders,
  - b. Bid qualification criteria,
  - c. General conditions of contract.
  - d. Special conditions of contract and
  - e. Schedule of work / rates.

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

25. **FORCE MAJURE:**

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

26. **LABOUR LAWS:**

- a) No labour below the age of 18 (eighteen) years shall be employed on the WORK.
- b) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.
- c) The CONTRACTOR shall at his expense comply with all labour laws and keep the PRINCIPAL EMPLOYER indemnified in respect thereof.
- d) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
- e) If the CONTRACTOR is covered under the Contract labor (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.
- f) The CONTRACTOR shall employ labour in sufficient numbers either to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the Officer-in-charge.
- g) The CONTRACTOR shall furnish to the Officer-in-charge the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the Officer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as

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provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.

- h) The CONTRACTOR shall comply with the provisions of the payment of wages Act 1986, Minimum Wages Act 1948, Employers liability Act 1935, workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- i) The Officer-in-charge shall on a report having been made by an Inspecting officer as defined in Contract Labor (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a Worker or Workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- j) The CONTRACTOR shall indemnify the OWNER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUBCONTRACTOR. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/Register/Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the OWNER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Officer-in-charge and in the event of the CONTRACTOR'S default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORKS put to tender. The Officer-in-charge shall deduct such amount from bills or Security Deposit of the CONTRACTOR and credit the same to the Welfare Fund constituted under these acts. The decision of the Officer-in-charge in this respect shall be final and binding.

**27. ARBITRATION:**

Except where otherwise provided in the tender documents, all questions and disputes or difference relating to or arising under the terms and conditions or as to any other question, claim, right matter or thing, whatsoever in any way arising out of or relating to the terms and conditions of the contract or the execution of failure to execute the same whether arising during the progress of the work after the completion or abandonment thereof shall be referred to the arbitration of sole arbitrator to be appointed by Managing Director, MNGL. There should be no objection from the contractor to any such appointment on the grounds that the Arbitration is an employee of the MNGL and that he had to deal with the matter to which the contract relates and that in the course of his duties as an employee of the MNGL he had expressed vices on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred, being unable to act for any reason, Managing Director shall appoint another person to act as some arbitration in accordance with the terms and conditions of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his

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predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to Arbitrator at all.

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

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

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

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

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

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

**29. Performance Bank Guarantee / Security Deposit:** The contractor shall submit Bank Guarantee in our prescribed format, for a value of 10% of Annualized Total Contract value, in favor of MNGL, valid for a period of 27 months as security deposit, from Nationalized/ Scheduled bank except Co-operative bank within 15 days from the date of issue of this service order. The Security Deposit will not bear any interest. Any amount due to MNGL, as per contractual terms & conditions shall be deducted from Security Deposit. In case Security Deposit is not sufficient to recover the outstanding amount, then MNGL reserves the right to recover the same from any other means available to MNGL.

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

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30. **RIGHT OF THE OWNER TO FORFEIT SECURITY DEPOSIT:**  
Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the OWNER shall be entitled to recover such sum by appropriating in part or whole the security Deposit of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the OWNER on demand any balance remaining due.
31. The contractor shall execute an agreement with MNGL within 15 days form the award of contract. However, agreement shall be executed only after submission of valid Security Deposit against the contact.
32. **Mobilization Period:** The deployment for the services shall be within **15 days** or earlier from the date of intimation by Officer-in-charge (OIC) of MNGL, Pune. In case of failure, MNGL reserves the right to cancel the contract.
33. **Payment Terms:**  
As per terms mentioned at Scope of Work and SCC.  
Monthly bill shall be certified by Officer-in-charge. The bills shall be submitted along with all requisite documents.
34. **Contract Period:**  
The contract shall be valid for a period of **2 years** from the date of issue of service order/ Letter of award. Depending on the performance further extendable for another one year on same terms and conditions.
35. **Insurance:**  
CONTRACTOR as far as possible shall cover insurance with Indian Insurance companies, including marine Insurance during ocean transportation.
- i) **EMPLOYEES STATE INSURANCE ACT (ESI):**  
The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR whether brought by employees of the CONTRACTOR, by third parties or by Central or State Government authority or any political subdivision thereof.
- The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR'S or subcontractor's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and

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affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of to remit to the State Bank of India. Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all Cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the to maintain such records. Any expenses incurred for the contribution, making contributions or maintaining records shall be to the CONTRACTOR'S account.

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

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

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

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

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

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

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

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

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



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

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

37. In case the contractor fails to provide the required services under the contract to the satisfaction of MNGL, MNGL reserves the right to get the services through alternate agencies at the risk and cost of contractor and penal deduction shall be made from the contractor's bills and the decision of MNGL in this connection shall be final and binding on the contractor.
38. The tenderer hereby agrees to provide services and necessary such provision to carry out the work as given in the scope and description of work.
39. The work executed shall be to the satisfaction of MNGL and contract rules shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for the completion in an efficient and workman like manner.
40. The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and abide by all necessary license / permissions from the concerned authorities as provided under the various labour laws / legislation including labour license from the competent authority under The Contract Labour (Regulation & Abolition) Act 1970.
41. The tenderer should have his PF account no. with Regional Provident Fund Commissioner and shall submit to the COMPANY proof of depositing the employee's contribution, on monthly basis.
42. The contractor shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, The Employees State Insurance Act 1948, The Contract Labour (Regulation and Abolition) Act 1970, The Minimum Wages Act 1948, The Payment of Wages Act 1936, Workmen's Compensation Act, 1923 and other relevant Acts rules and regulations in force from time to time in respect of the person deployed by him to carry out the obligation under the contract.

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



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execution, taking over engagement of his personnel directly or indirectly for execution of work and the contractor hereby undertakes to indemnify the company against all actions, suits, proceedings, claims, losses, damages etc. which may arise due to his noncompliance of the provisions under various laws mentioned in this document or not herein specifically mentioned but having direct or indirect application for the persons engaged under the contract. Company shall not be liable in respect of any damages or compensation for any injury or for any occupational diseases, to the employment to any person engaged by the contractor and the contractor shall keep the company indemnified thereof.

51. During the currency of the job, if the work progress does not commensurate with time elapsed in respect of any person / persons engaged, the contractor shall be liable to pay the company compensation as may be considered reasonable by the company.
52. In case of any default for more than three days in respect of services to be provided in accordance with the requirements specified by the officer in charge, Company will have the right to avail the services from other sources at the risk and cost of the contractor or terminate the contract and forfeit his security deposit etc.
53. The company for any reason whatsoever of which the company shall be the sole judge may terminate this contract by giving notice of 15 days and the contractor shall vacate the workplace with his men and material on the expiry of such notice period in the event of such termination of the contract. The contractor shall be paid for all the work executed up to the date of terminations of the contract including refund of security deposit subject to deduction of any dues, penalties, other recoveries etc within a period of two months at the discretion of the officer in charge.
54. MNGL reserve right to short close/ Terminate the contract any time based on non-performance/ poor performance during contractual period by giving 15 days' notice.
55. The contractor shall be liable for making good all damages / losses arising out of theft, pilferage of any furniture, equipment, fittings, fixtures, utensils, appliances whatsoever as may be caused directly or indirectly by the persons engaged by the contractor. At the appointed date, place hour the contractor shall make available persons to be engaged along with appropriate tools wherever stated.
56. The contractor shall take charge of all the materials handed over to him by the company and will be responsible for any loss/damage thereof.
57. The contractor shall issue an identity card to all its employees engaged for the services to be provided. The contractor shall also provide at his own cost safety equipments, materials, uniforms etc to his employees. All the safety rules and regulations will be observed by the persons engaged under this contract.
58. The contract shall be directly and exclusively responsible for any liability arising due to any dispute between him and his employees and shall indemnify the company against all charges, dues, claims etc arising out of the disputes relating to the dues and employments of personnel deployed by him.

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59. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligation.
60. For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the contractor and out of such amount or the amounts likely to fall due to the contractor (but without obligation to do so) make such payments as it may consider necessary for smooth working.
61. Contractor shall deploy the resources as per requirements.
62. The company shall have the power to issue necessary instructions to the contractor concerning discipline, decorum, work performance, safety etc. in respect of the employees of the contractor engaged by him for providing the services to the company and the contractor shall ensure compliance of all such instruction strictly.
63. No payments shall be payable other than schedules payment to the contractor.
64. The monthly quoted rates shall be inclusive of Leave wages & other statutory payments for providing such services.
65. Income tax as per rule, any other taxes shall be deducted from contractor's monthly bill / bills. Income Tax deduction certificate shall be issued to the contractors.
66. The bidder shall deem to have quoted after having satisfied himself to the total nature of work, site of work, surrounding the means access transport availability of services & to have obtained his information on all matters which can in any way influence his offer.
67. MNGL reserves the right to terminate the contract with 15 days' notice without assigning any reason.
68. **Jurisdiction:**  
The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at PUNE for the purposes of disputes, actions and proceedings arising out the CONTRACT, the courts at **PUNE only** will have the jurisdiction to hear and decide such disputes, actions and proceedings.
69. Bidder to confirm the unconditional acceptance to the following clauses of the tender
  - i) Security Deposit /Performance bank guarantee
  - ii) Schedule of Rates.
  - iii) Termination.
  - iv) Scope of Work.
  - v) Arbitration.
  - vi) Period of Validity Offer

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**70. DOCUMENTS:**

**70.1 GENERAL**

The tenders as submitted will consist of the following:

- i)** Complete set of Tender Documents (Original) duly filled in and signed by the tenderer as prescribed in different clause of the Tender Documents.
- ii)** Earnest money in the manner specified in Clause 28 hereof.
- iii)** Power of Attorney or a true copy thereof duly attested by an officer in case an authorized representative has signed the tender, as required
- iv)** Information regarding Tenderers in the proforma enclosed.
- v)** Details of work of similar type and magnitude carried out by the Tenderer.
- vi)** Latest Balance sheet and profit & Loss Account / Turnover Certificate duly audited.
- vii)** The bidder shall submit the documentary evidence like certificate of registration with PF, ESIC authorities failing the bids are liable for rejection.

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**ANNEXURE - A**

**Contract Agreement**

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

**AND WHEREAS**

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

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

1. In consideration of the payment to be made to the Service Provider for the Job to be executed by him the Service Provider hereby covenants with MNGL that the Service Provider shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.
2. In consideration of the due provision execution and completion of the said Job, MNGL does hereby agree with the Agreement that MNGL will pay to the Service Provider the respective amounts for the Job actually done by him and approved by MNGL at the amount specified in this Service Order, such payment to be made at

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such time in such manner as provided for in the Agreement and Service Order.

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 MNGL  
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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## SECTION-I

### SCOPE OF WORK

1. MNGL requires job contract for the support service for various functions at MNGL. Below given is the basic / minimum qualification & experience requirement for the support services.

#### 1.1 SCOPE OF WORK FOR HIRING OF CONTRACTUAL MANPOWER FOR O&M ACTIVITIES FOR PUNE (PMC & PCMC) GA.

Below given is the basic / minimum technical qualification & experience requirement for hiring of job contract personals for O&M activities:

#### QUALIFICATION & EXPERIENCE FOR CONTRACT EMPLOYEES IN PUNE GA.

Sr. No.	Position	Qualification	Minimum Experience Required
1	Mechanical Engineers	ITI + Diploma	6 Years
		BE/B Tech	2 Years
2	Civil Engineer / M.Sc. GIS	ITI + Diploma	6 Years
		BE/B Tech/M.Sc. GIS	2 Years
3	Graduates	B.A./B.Sc./B.Com.	4 Years

#### QUALIFICATION & EXPERIENCE FOR CONTRACT EMPLOYEES IN NASHIK GA.

Sr. No.	Position	Qualification	Minimum Experience Required
1	Mechanical Engineers	ITI + Diploma	6 Years
		BE/B Tech	2 Years
2	Electrical Engineers	ITI + Diploma	6 Years
		BE/B Tech	2 Years

#### ESTIMATED QTY. ENVISAGED FOR SUPPORT SERVICES FOR O&M ACTIVITIES:

The estimated service unit required in Pune GA shall be as follows:

Sr. No.	Description of Services	Qty.	UOM for 24 Months (Man months)
1	Mechanical Engineers	8 nos.	192
2	Civil / GIS	1 no.	24
3	Graduates	2 nos.	48

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The estimated service unit required in Nashik GA shall be as follows:

Sr. No.	Description of Services	Qty.	UOM for 24 Months (Man months)
1	Mechanical Engineers	4 nos.	96
2	Electrical Engineers	2 no.	48

PAYMENT FOR SUPPORT SERVICES: APPLICABLE MINIMUM WAGES:

Fixed consolidated monthly charges shall be payable by MNGL towards the services rendered for each unit and shall be as follows:

	PUNE GA			NASHIK GA		
	Positions	Skilled Mechanical Engineers	Skilled Civil/GIS Engineer	Skilled Graduates	Skilled Mechanical Engineers	Skilled Electrical Engineers
	<b>Man Months</b>	<b>192</b>	<b>24</b>	<b>48</b>	<b>96</b>	<b>48</b>
	<b>Qty. for 24 Months</b>	<b>8</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>2</b>
Sr. No.	Particular					
1	Basic	12605	12605	12605	11770	11770
2	VDA	2750	2750	2750	2750	2750
3	Personal Allowance	4700	4700	4700	4700	4700
4	Conveyance Allowance	4700	4700	4700	4700	4700
5	<b>Sub Total</b>	<b>24755</b>	<b>24755</b>	<b>24755</b>	<b>23920</b>	<b>23920</b>
6	HRA 40% on (1+2)	6142	6142	6142	5808	5808
7	Bonus 8.33% on (1+2)	1279	1279	1279	1210	1210
8	15 Days Paid Leaves on (1+2)	738	738	738	698	698
9	<b>Gross</b>	<b>32914</b>	<b>32914</b>	<b>32914</b>	<b>31636</b>	<b>31636</b>
10	Employer Contribution ESI 3.25% on (10)	0	0	0	0	0
11	Employer Contribution PF 13% on (1+2) OR on 15000.	1950	1950	1950	1888	1888
12	Maharashtra Labor Welfare Fund (MLWF)	12.5	12.5	12.5	12.5	12.5
13	<b>Total Monthly Cost will be in Rs.</b>	<b>34877</b>	<b>34877</b>	<b>34877</b>	<b>33536</b>	<b>33536</b>
14	<b>Deductions</b>					
15	ESIC @0.75% on (5)	0	0	0	0	0
16	EPF @ 12% on (1+2)	1800	1800	1800	1742	1742
17	PT	200	200	200	200	200
18	<b>Total Deductions</b>	<b>2000</b>	<b>2000</b>	<b>2000</b>	<b>1942</b>	<b>1942</b>
19	<b>Total In hand [(9)-(18)]</b>	<b>30914</b>	<b>30914</b>	<b>30914</b>	<b>29693</b>	<b>29693</b>

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- Bonus is payable monthly.
- In case where ESIC is not applicable under such circumstances Employee Compensation Act 1923 will be applicable and contractor should subscribe such policy. In the said Act. MNGL will reimburse such expenses on production and submission of policy with other relevant documents.
- The contractor has to provide all required I-Card and PPEs to the engineers for carrying out regular maintenance work such as rubber gloves, safety shoes, helmets etc.
- Any statutory variations in Minimum wages as per Minimum Wages Act 1948 of the labor laws shall be paid to contractor.
- MNGL HR Dept. will share Govt notification for revision in minimum wages and same will be circulated with contractor and accordingly MNGL will modify unit rates in SO after approval.
- Contractor has to pay the wages as per the notification of government with immediate effect.
- The contractor can claim the differential amount (if any) on submission of documentary to MNGL.

1.2 **SERVICE CHARGE:** Service charges shall be paid @ as quoted in Schedule of Rates on gross Payment (i.e. Monthly consolidated fixed Pay rate + Relief duty) excluding GST.

1.3 In case the services are required on Sundays / Holidays, relief duty charge shall be paid on pro-rata basis by MNGL for each additional shift over and above 26 shifts per month.

1.4 GST at prevailing rate shall be reimbursed at actual against documentary evidence.

1.5 After award of Service Contract, contractor shall submit a list of proposed unit(s) to be deployed along with their resume. This exercise shall be completed within 10 days and accordingly, contractor will submit the details of proposed unit by 5<sup>th</sup> day from the date of award of contract/ Service Order.

1.6 **Replacement / Removal of personnel:** The Company shall always have the right to ask the contractor to remove immediately at short notice or replace any or all the support service personnel deployed by him if the performance of such service unit is found to be unsatisfactory.

1.7 Contractor is solely responsible for any kind of replacement of manpower or fulfill new manpower requirement of company within 15 days.

1.8 In Pune GA, the bidder will provide 8 nos. of BE Or B. Tech/ITI + diploma Mechanical engineers, 1 no. of BE Or B. Tech (Civil)/M.Sc. (GIS) GIS engineer and 2 nos. of B.A./B.Sc./B.Com. Skilled Graduates. In Nashik GA, the bidder has to provide 4

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nos. of BE Or B. Tech/ITI + diploma Mechanical engineers and 2 nos. of BE Or B. Tech/ITI + diploma Electrical engineers.

1.9 Four Mechanical Engineer, One GIS Engineer and One Skilled Graduate at PMC and Four Mechanical Engineer and One Skilled Graduate at PCMC location for carrying out all Mechanical, GIS and Tax Invoice related work for MNGL, Pune. Two Mechanical Engineer and One Electrical Engineer at Nashik location, Two Mechanical Engineer and One Electrical Engineer at Zodage location for carrying out all Mechanical and Electrical related work for MNGL, Nashik.

2.0 The engineers will be on duty 24X7 and have to attend any breakdown on being informed by AIC or Emergency Number.

2.1 The requirements indicated above are only directional and shall be reviewed on a monthly basis by the Company and communicated to the Contractor for increase / decrease of the same.

2.2 The Contractor shall scrupulously observe and comply with all laws, rules, regulations and requisitions of the Central/State Government and of all authorities appointed by them or either of them including in particular, the Chief Controller of Explosives, Govt. of India and/or Municipal And/Or any other local authority with regard to the storage and sales of petroleum products.

2.3 The Contractor shall have the right only to enter the premises for the purpose of performing the jobs stated in clause 1 at the said premises and shall have no right, title or interest in the said premises or outfit and it is agreed by the Contractor and declared in particular that the Contractor shall not be deemed to be in exclusive possession of the said premises.

2.4 The Contractor shall not assign or transfer the jobs to any one nor shall appoint a sub- Contractor for the said purpose. The Contractor or his representative should always be available at the premises to supervise the jobs being undertaken by the Contractor for the Company.

2.5 100% Payment shall be made to the Contractor on 15<sup>th</sup> day of each calendar month for the jobs performed in the preceding month, only if the bills are submitted by the 5<sup>th</sup> day of the month and subject to deduction of all applicable taxes including TDS.

2.6 The company will reimburse the Invoice amount claimed by operator within 30 days after the submission of RA bill. Any unforeseen delay from MNGL due to various official/bill Compliance related issues in reimbursement of bills claimed by operator, it is the responsibility of operator to pay the salary of his employees up to a period of minimum 2 months.

2.7 Monthly Wage payment before 7th of every month & copy duly certified by EIC as a proof that all due payment has been made in presence of EIC by the contractor to the person's engaged for execution of the jobs for an adherence to the existing labour laws related to wages, failing with the request within specified time interval will attract a penal action of 0.5% per day of the unit rate of SOR item and will be applicable with maximum sealing limit of 5% of the total contract value.

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2.8 The Contractor shall comply with the provisions of all the applicable labour laws, particularly following Acts and any amendments/medications thereto or any other law relating thereto and rules and there under from time to time and comply with all provisions applicable therein and/or make all the payments specified therein.

1. Payment of Wages Act 1936.
2. Workmen's Compensation Act 1923.
3. Industrial Disputes Act, 1947
4. Minimum wages Act 1948
5. Employees State Insurance Act 1948
6. Maternity Benefit Act 1961
7. Mines Act 1952
8. Employees provided funds and Misc., Provisions Act 1952.
9. Contract Labour (Regulation and Abolition) Act 1970
10. Payment of Bonus Act, 1965
11. Factories Act 1948
12. Shops and Establishment Act.

2.9 The Contractor shall be fully responsible for compiling with the provisions (including documentation and submission of Reports on the above to the concerned authorities) and shall indemnify the Company from any such lapse for which the Government/statutory authorities hereunder may take action against the Contractor and/or the Company.

3.0 The Contractor shall be liable to pay his contribution and his employees' contribution to the State Insurance Scheme, Provident Fund Authorities, etc. in respect of all his employees for the performance of his obligations under this Agreement in accordance with the provisions of the Employees' State Insurance Act, 1948. Employees Provident Fund and Miscellaneous Provisions Act 1952 as amended from time to time.

3.1 In case the Contractor fails to submit and/or pay full details of his labour employed and the contributions payable, the Company shall recover from the monthly Bills of the Contractor the amount of the shortfall in contribution assessed by the concerned authorities. The amount so recovered shall be paid to the concerned authorities against the actual contribution payable for Employees State Insurance or Employees Provident Fund, etc.

3.2 The Company shall also have the power to deduct any sum required / estimated to be deducted from the amount due to the Contractor for the following: -

1. Making good the loss suffered by his employees due to non- fulfilment of Contract Labour (R&A) Act, 1970.

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2. Non-payment of wages/minimum wages under the applicable statutes.
  3. Deductions from the wages of his employees which cannot be justified under the Contract Labour (R&A) Act 1970.
  4. Non observance of any of the provisions of the Contract Labour (R&A) Act, 1970.
- 3.3 Such deductions mentioned in Clause 2.17 of 2.0 below will only be made based on a report from the local Labour Commissioner/Inspecting Officer in accordance with Contract Labour (R&A) Act, 1970.
- 3.4 The persons so appointed shall not be construed under any circumstances to be working under the Company.
- 3.5 All payments shall be made by the Contractor to his employees in accordance with the various Rules and Regulations stated above. The Contractor shall keep the Company indemnified from any claims whatsoever inclusive damages/costs or otherwise arising from injuries or alleged injuries or to death of persons employed by the Contractor.
- 3.6 The Contractor shall at his own expense arrange for the safety provisions as required by the Company in respect of all his labour directly or indirectly employed for performance of his obligations under this Agreement and shall provide all facilities in connection therewith. In case Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Company shall be entitled to do so and recovery from Contractor.
- 3.7 The insurance for the following will be covered and paid by for Contractor and he shall indemnify the Company and hold the Company harmless in respect of all and any expense arising from any injury and or damage in respect of:
1. Workmen's compensation and risk of accidents of Contractor's own employees.
  2. Risk of accident to third parties through acts of Contractor's own employees, representatives, subcontractors and agents and the risk of damage to the property of third parties arising out of the acts of Contractor's employees, representatives, subcontractors and agents, and
  3. Risk of damage to the property of the Company through the acts of Contractor's employees, representatives, sub-contractors and agents.
- 3.8 The Company shall always have the right to carry out inspection by their officials for determining the quality of jobs being carried out for efficient operation of the CNG Station without any notice and the Contractor shall render all assistance for the same.
- 3.9 The Contractor will be fully responsible for complying with all relevant provisions of the Contract Labour (R&A) Act, 1970, including registering himself/themselves under this Act and shall pay rates of wages and observe hours of work and conditions of employment according to rules in force from time to time.

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4.0 The Contractor shall observe and implement all the laws of the land and the rules framed there under for the staff employed by him and the Company shall in no event be liable or responsible for any default or non-observance of such laws/rules on the part of the Contractor.

4.1 The Contractor shall indemnify and keep indemnified the Company against any damage and/or injury caused to the premises, or to the properties or to the members of the staff of the Company through the neglect or default or otherwise of the Contractor.

4.2 The contractor has to provide all required PPE's and I-Card to the engineers for carrying out regular maintenance work such as rubber gloves, safety shoes, helmets etc.

4.3 There will be six working days in a week for the employees.

4.4 The contractor must provide standby personnel in case one of the employees is on leave. The employees can avail leave after prior permission from the AIC.

**2. Special Terms of the Contract:**

2.1 The services shall be provided in terms of shift patterns on round the clock basis as mentioned in the tender document.

2.2 The contractor is required to carry out all services as mentioned in the scope of service and schedule of rates.

2.3 The contractor shall allow weekly rest to his workmen and daily working hours will be fixed as per relevant Act / Law / and rules made there under. However, no work shall be left incomplete / unattended on any holiday / weekly rest. The contractor or his authorized representative shall interact with Engineer in Charge, CNG Station daily for smooth operation and maintenance of all the stations.

2.4 Contractor has to ensure the safety of man and machine all the times.

2.5 The contractor will be liable for any loss or injury to MNGL employees / agents due to careless, negligent, inexperienced act or default of the contractor, his / her agent's representative or employees.

2.6 Regarding work completion, the decision of the Engineer in Charge shall be final.

2.7 The contractor shall make his own arrangement to provide all facilities like accommodation and transport etc. to his workmen. MNGL does not make any commitment to provide his employees with facilities such as office accommodation canteen, tea, toilet, telephone etc.

2.8 All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform, badges while working on premises of the company including work sites.

2.9 Contractor shall maintain proper record of his working employee's attendance and payment made to them.

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2.10 The contractor's representative/ supervisor shall report daily to the shift-in-charge in the CNG station for day-to-day working.

2.11 The contractor will strictly adhere to all the safety rules and regulations prevailing and applicable from time to time at the installations as directed by MNGL.

2.12 It will be the responsibility of the contractor to pay as per the minimum wages of the appropriate government rules applicable under the minimum wages act 1948.

2.13 Weekly Off to be provided to the employee as per Local Labor Laws is in the scope of contractor. Employee Payment shall be done on man month basis considering 1 Man month =24/26/27 Man days. (For 28 Days Man Month=24 Mandays ; 30 Days Man Month=26 Mandays ; 31 Days Man Month=27 Mandays.)  
The engineers will be working in general shifts with Sundays as weekly off. But they have to attend critical issues on request from Engineer In-Charge / emergency even after duty hours, if there is any.

2.14 Any statutory variations in Minimum wages as per Minimum Wages Act 1948 shall be paid on submission of documentary evidence.

2.15 Overtime to be paid by contractor as per Local Labor Laws applicable to work location/sites and NO separate payment will be made against overtime by MNGL.

2.16 The contractor shall indemnify the company from any claim of the job contract labor.

2.17 If the contractors fail to furnish any proof in respect of separate PF Code / No. of the concerned RPF commissioner/ authority, their bids shall be liable for rejection.

2.18 Manpower shall be deployed within 15(fifteen) days from the date of intimation by EIC.

2.19 If at any time during the currency of this agreement the Contractors fails to perform its duties as provided herein and / or fails to perform the various other obligations specified in this contract, the Company shall at its sole discretion and without prejudice to any other rights and remedies engage the services of other Agencies to perform the obligations of the Contractor and in such an event the Contractor undertakes to reimburse the Company all the additional expenses incurred by the Company in this connection.

2.20 Nothing herein contained shall prevent the Company from engaging any other Contractor(s) to carry out the work similar to the work entrusted to the contractor(s).

2.21 It is agreed between the parties that if the quality of jobs carried out by the Contractor are not of standard as required by Company and breach of any of the terms and conditions herein mentioned, the Company is at liberty to terminate this Agreement at the option of the Company by giving one month notice in the writing to the Contractor without assigning any reasons thereof.

2.22 The contract shall be for the period of 2 (two) years from the date of Service Order further extendable for another 1 (one) year on the same terms and conditions.

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2.23 On the termination of this Agreement, the Contractor will immediately remove himself and his directly or indirectly employed or deployed manpower from the said premises with all the goods, if any, property and effects belonging to him. The Contractor shall not cause any hindrance or objection in such circumstances.

\*As per Payment of Bonus Act calculation is made and it should be paid every month along with the monthly salary.

The current minimum wages applicable as per minimum wages Act, 1948 is as above.

\*\* Any statutory variations in Minimum wages as per Minimum Wages Act 1948 shall be paid on submission of documentary evidence.

\*\*\* Four National Holidays payment will be paid to the contractor as per the Labour Laws.

### **3. TIME PERIOD OF CONTRACT:**

(i) Contract mobilization period: Contractor shall mobilize the services within 15 days from the date of Service Order or date of receipt of intimation for engagement of services from EIC whichever is later failing which as per the provisions of contract as prescribed elsewhere in the bidding documents / contract will be invoked which may include any or all of the following:

- \* Forfeiture of Security Deposit
- \* Termination of Contract

(ii) Contract period: Period of contract shall be for 2 (Two) years from the date of Service Order and shall be extended for further one-year period at the sole discretion of MNGL and the same shall be binding on the contractor.

### **4. TERMS OF PAYMENT:**

- i. The contractor shall submit the monthly bill (Cenvatable Invoice) for the period starting from 1st to 30th or 31st of the current month latest by 3<sup>rd</sup> day of the next month. Payment shall be made to the contractor within 15 days from the date of submission of the bill to Engineer-in-charge (EIC) subject to the provision of adjustment of dues and statutory deductions as applicable. Contractor has to submit the attendance / absentee statement / travel statement in the prescribed format to EIC for his certification, latest by 1st day of next month.
- ii. Monthly Bill (s) in prescribed Format along with supporting documents i.e. attendance register/ absentee statement/travel statement in the prescribed format, duly certified by the Competent Authority, shall be submitted by the contractor.
- iii. Monthly Wage payment before 7th of every month & copy duly certified by EIC as a proof that all due payment has been made in presence of EIC by the contractor to the person's engaged for execution of the jobs for an adherence to the existing labour laws related to wages.
- iv. During validity of contract, contractor shall adhere to the following:
  - a. Valid Workman Compensation Insurance Policy and ESIC, if applicable.
  - b. PF remittance Challan copy with statement of that particular month for the persons engaged.

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- c. ESIC remittance Challan copy with statement of that particular month for the persons engaged.
- d. Professional TAX Challan copy with Statement of particular month.
- e. Wage register, Muster Roll and other compliance if any.
- v. Payment shall be made to the contractor by MNGL within 7 days from the date of certification of bill from EIC.

vi. **PAYING AUTHORITY AND INVOICING DETAIL:**

**Paying authority for this contract shall be:**

**General Manager (F&A)  
Maharashtra Natural Gas Ltd.  
Pride Purple Coronet,  
301-302, Second Floor,  
Baner Rd, Above Bata Showroom,  
Baner, Pune – 411045**

**Bidders are requested to raise CENVARIABLE Invoice in name of following:**

**Engineer– In-charge  
Maharashtra Natural Gas Ltd.  
Pride Purple Coronet,  
301-302, Second Floor,  
Baner Rd, Above Bata Showroom,  
Baner, Pune – 411045**

before submitting the same to Officer In charge of this contract. Any change in Paying Authority / Invoicing details shall be intimated later by MNGL.

vii. **TAXES AND DUTIES:**

The contract price shall be inclusive of all taxes & duties applicable from time to time. However, GST will be reimbursed extra at the rates as admissible from time to time. The contractor shall issue Cen vatable Invoice which should COMPULSORILY be serially numbered and specify the following:

- i. the name, address and GST registration number of the Contractor,
- ii. the name and address of the recipient of the taxable service,
- iii. description, classification and value of taxable service provided, and
- iv. the rate and amount of GST.

In case of non-compliance to the above, MNGL is not liable to reimburse any claim of contractor in respect of GST mentioned in bill.

Variation only on account of statutory variation, during the currency of contract, shall be compensated. However, if bidder / contractor opts to change scheme and it results in variation in GST, any increase resulting from above shall not be payable.

**5. RECOVERY:**

The contractor shall ensure proper performance of services rendered by the personnel deployed by him. In case any of personnel deployed is found not properly dressed, missing from the place of work, slumbering on duty point or involved in activities not related to his duty, etc. the same would be brought to the notice of the contractor and his authorized representative immediately, who

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would take appropriate action. MNGL, however, will impose penalty of an amount equal to two days salary on the contractor and the amount shall be deducted from the bills/payments that may be payable to the contractor. On repetition of similar fault / lapse penalty of amount equal to three days' salary will be imposed. In case such incidents continue unabated, the Company shall be at liberty to review continuance of this contract.

**6. SECURITY DEPOSIT:**

Shall be as per GCC Clause No. 29

**7. TERMINATION OF CONTRACT:**

The contract shall be terminated under the following circumstances:

If the services rendered/ provided to MNGL employees / guest(s) are not found to be satisfactory during this period, the contract shall be terminated by giving 15 days' notice in writing. MNGL may at any time during the currency of the contract and solely at its discretion terminate the contract by giving 15 days' notice before expiry of full term or extended term of contract.

The rate contract will be for a period of 2 Years & MNGL reserves the right to terminate the contract either in part or in full without assigning any reason thereof. Officer-In-Charge shall in such an event give 15 (Fifteen) days' notices in writing to the Contractor of his decision to do so.

Contractor upon receipt of such notice discontinue the work. In the event of such termination, Contractor shall be paid for the actual time performed and service provided till the date specified in the notice.

**8. CONTRACTOR RESPONSIBILITY:**

- (i) Contractor shall execute an agreement in prescribed Performa on nonjudicial stamp paper of appropriate value provided by the government, within 15 days on receipt of work order. The cost of stamp paper shall be borne by the Contractor.
- (ii) No other person except Contractor's authorized representative shall be allowed to enter MNGL's following offices and associated premises.

Maharashtra Natural Gas Ltd.  
Pride Purple Coronet,  
301-302, Second Floor,  
Baner Rd, Above Bata Showroom,  
Baner, Pune – 411045

Within the MNGL's premises, the Contractor's personnel shall not do any private work other than their normal duties.

- (iii) Contractor shall be directly responsible for any/all disputes arising between him and his personal and keep respective MNGL offices at Pune & associated premises/working sites indemnified against all losses, damages and claims arising thereof.
- (iv) The personnel engaged by Contractor shall be subject to security check by the MNGL's security staff while entering/leaving the premises.

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- (v) Contractor shall be solely responsible for the payment of wages/remuneration including allowance to his/its personnel that might become applicable under any new act or order of Government. MNGL shall have no liability whatsoever in this regard.
- (vi) Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his/its staff.
- (vii) Contractor shall be directly responsible for any/all disputes arising between him and his personal and keep respective MNGL offices at Pune & associated premises/working sites indemnified against all losses, damages and claims arising thereof.
- (viii) The personnel engaged by Contractor shall be subject to security check by the MNGL's security staff while entering/leaving the premises.
- (ix) Contractor shall be solely responsible for the payment of wages/remuneration including allowance to his/its personnel that might become applicable under any new act or order of Government. MNGL shall have no liability whatsoever in this regard.
- (x) Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his/its staff.

**9. COMPLIANCE WITH STATUTORY REGULATIONS:**

- (i) The Contractor/Agency shall have its own staff for the contractual jobs. The Contractor/Agency shall be responsible for strict compliances of all statutory provisions of the relevant labour laws applicable from time to time and particularly of the state of Maharashtra for carrying out the above job. If due to any reason whatsoever MNGL is made liable to meet any obligation under any of the said laws and enactments etc, for any reason whatsoever, the same shall be recovered from the Security Deposit of the Contractor with MNGL, or from the bills payable to him or failing which, it shall be recovered as per law.
- (ii) The Contractor shall have a separate PF-Account Code No. allotted by the PF authority and ensure the extension of PF EDLI & EPS-95 benefits to its workers engaged by him for execution of this contract, as provided under Employees Provident Fund & Miscellaneous Provision Act-1952, and the schemes framed there under. The contractor shall have an independent ESI code and ensure coverage of all its workmen or in case the provision of ESIC is not applicable then in that case contractor shall ensure coverage of all its workmen under the provision of the Workmen Compensation Act.
- (iii) The Contractor shall comply with provision of the Payment of Wages Act- 1936, the Minimum Wages Act 1948, the Employees Provident Fund & Misc. Provision Act-1952, the Employees State Insurance (ESI) Act-1948, the Employees Liability Act-1938, the Workmen's Compensation Act-1923, the ID Act-1947, the Maternity Benefit Act 1961, the Contract labour (Regulation & Abolition) Act 1970 and other relevant acts, rules and regulations enforced from time to time or any modification thereof or any other statutory requirements as

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applicable in the State, or any other law relating to rules made there under from time to time.

- (iv) The Contractor shall make payments of wages to his employees on or before the specified dates as per in the relevant law, in presence of an authorized representative of MNGL. The Contractor will be required to comply with all statutory provisions contained in Labour Legislations in general and Contract Labour (R&A) Act, 1970, Minimum Wages Act and Payment of Wages Act in particular.
- (v) The Contractor will employ only adult labour for the works as per the requirement.
- (vi) The Contractor will ensure that every person will get his payment on or before 7th of every month, irrespective of company will made the payment for that particular month.

**10. OTHER COMMERCIAL TERMS & CONDITION:**

- (i) Competent Authority wherever mentioned in tender document, shall mean Managing Director / Director (Commercial) of MNGL.
- (ii) User Department wherever mentioned in tender document, shall mean MNGL's various Functional Departments for whom the support services are required.

**11. GENERAL STATUTORY REQUIREMENTS**

In addition to provisions stated in the General Contract Conditions of MNGL following provisions for execution of contracts within MNGL Premises are also required to be complied as per relevant Labor Laws/Act/Factories Act:

- 01. The payments/wages paid to contract workers shall be verified by the departmental supervisor with his name and designation with the following certificate on the payment sheet: "Certified that the amount shown in Column No. \_\_\_\_\_ has been paid to the workmen concerned in my presence on \_\_\_\_\_.
- 02. The following Documents/forms will be maintained by the concerned contractor & furnished to MNGL (if required) for employing contract labour as per provisions of the Factories Act, 1948.
  - Register of Adult Workers: Form No. 14 (Rule 96)
  - Leave with wages Register: Form No. 18(Rule 103)
  - Leave Register: Form No. 15 (Rule 103)
  - Nomination Form: Form No. 20 (Rule 104)
  - Leave Record: Form 19 (Rule 103)
- 03. The following documents/Forms under the Contract Labour (Regulation and Abolition) Act 1970 and Rules there under shall be maintained by the Contractor.
  - A notice showing the wage period and the place and time of reimbursement of wage is to be displayed at the place of work and a copy is to be sent by the Contractor to the MNGL under acknowledgment (Rule 71).
  - Register of persons employed by Contractor Form – XIII (Rule75).
  - Employment Card- Form XIV (Rule 76).

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- Service Certificate – Form XV (Rule 77)
- Muster Roll, Wage Register (Rule 78)
- Display of abstracts of Contract Labour (Regulations & Abolition) Act and Rules in English and Hindi (Rule 79).
- Half – Yearly Return to be sent by the Contractor to Licensing Officer in Form XXIV (in duplicating) (Rule 82-1).

04. All the registers, records and notices maintained under the Act and Rules shall be produced on demand before the inspector of factories or any other authority under the Act.

05. The contractor (Licenses or unlicensed) will get the contract labour engaged by him insured under the Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923.

06. The contractor will also give paid National Holidays to his workers as per company approved paid holidays.

## **12. STATUTORY REQUIREMENT OF PROVIDENT FUNDS**

Contractor must ensure the compliance of the Employee Provident Funds and miscellaneous Provisions Act 1952. Accordingly, the following procedures should be strictly followed:

01. It should be ensured that the certified copy of challan of the payment made by the Contractor towards contribution to the Provident Fund in respect of Contract Labour engaged for the works of MNGL, is enclosed with the bill for month immediately preceding to the month on which the bill is being raised before forwarding the same to the Finance Dept. for payment.

02. The Contractor should also enclose a copy of Form V/V-A with the bill so as to indicate the coverage of the workmen employee on his rolls as working for MNGL/other companies and it should be ensured that the PF Contribution covers all workers engaged for MNGL's work.

03. Each bill of the contractor should also be supported with the Payment certificate to be supplied, which should be issued by the concerned Head of the department and also counter signed by the work supervisor / Representative/Officer-In-Charge of MNGL, under whose functional control the contractor is performing the entrusted work. Through such certificate, it is also ensured that:

(a) The payments made to the Contract labour should not be less than the Minimum Wages prescribed and are paid before the expiry of 7<sup>th</sup> day of following month.

(b) That the payments have been made to all the contract labour employed by the Contractor in the presence of authorized representative.

(c) That the necessary payments records/Form-12 / Leave Register/Books as applicable under Labour and Industrial Law and other necessary records have been maintained by the contractor.

(d) That there are no outstanding dues of the Contractor towards any of the Contract labour employed by him for the works of MNGL.

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04. The Finance dept. would entertain only of those bills which are supported by the enclosures as indicated above.

**13. SPECIAL CONDITION OF CONTRACT (SCC):**

1. The CONTRACTOR will be paid service charges as applicable. The CONTRACTOR will submit his monthly bills in the following month. The MNGL will endeavour to settle the monthly bills after due verification within 15 working days of receipt of the bill. The MNGL reserves the right to withhold / deduct such amounts from the monthly bill at its sole discretion equivalent to or covering the wage payment not paid / short paid / not properly calculated and paid to their workmen by the CONTRACTOR. Settlement of monthly bill shall not be construed by the CONTRACTOR as a pre-condition for settling the wage payment to their workmen/ employees.
2. Salary/ wages must be paid to all the employees deployed at MNGL on or before 07th day of every month. Salary/ wage payment should be paid only by RTGS/NEFT transfer. No cash payment will be accepted. The proof of such payment must be attached to each monthly bill along with labour compliance. Salary payment to the employees deployed in no way should be connected to the bill submission and bill payment.
3. Overtime (OT): In case of Festival Holidays defined under the Bombay Shop & Establishment Act, OT shall be payable as per the applicable labour laws and records to that effect shall be maintained and submitted by the CONTRACTOR to the MNGL along with the monthly bill for the reimbursement.
4. In case of daily required manpower is not available on any day due to the reason of absent or leave or where replacement required and CONTRACTOR fail to provide the same or non-availability of the relieving person, in such exigencies, OT if any must be paid by the CONTRACTOR only and a record of such OT must be maintained separately as per the applicable labour laws.
5. Except OT on the above-mentioned National Holidays, all other OT shall be paid by the CONTRACTOR only and the same must be intimated to the EIC in writing immediately.
6. No reliever charges shall be payable by MNGL. It is the responsibility of the CONTRACTOR to manage the scope of the contract / work and to provide replacement immediately without delay under intimation to EIC.
7. The CONTRACTOR hereby confirms that he has already inspected the work site/office has clearly assessed the nature and extent of work and the conditions under which it will be carried out.
8. CONTRACTOR shall ensure experience and qualification of the candidate as per tender documents and scope of work. In case of audit by MNGL such document found inconsistent / discrepancy, in such circumstances contract may be cancel by the MNGL with due notice.
9. The rates agreed herein shall remain firm till the expiry of the contract and extended period. The CONTRACTOR shall not be entitled to any increase or revision (except Statutory).
10. As per requirement manpower may be deployed round the clock in the following 4 shifts of 8 hours each at MNGL offices/ CNG stations/ site in following shift:

General Shift: 9.15 AM to 5.45 PM

First Shift: 7.00 AM to 3.00 PM

Second Shift: 3.00 PM to 11.00PM

Third Shift: 11.00 PM to 7.00 AM

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11. On receipt of any complaint /non-compliance of the provisions of above-mentioned SCC, penalty of Rs. 500/- per day/ per occasion /per person shall be imposed by OIC in writing to CONTRACTOR.
12. Contractor shall submit below given labour laws compliance on monthly basis along with the invoice, changes if any in this regard will be informed by MNGL.

\*Compliance Forms under the Ease of Compliance to Maintain Registers under various Labour Law Rules, 2017. Following is combined registers are required to be maintained in pursuant of the Rules:

- a) FORM A- Format of Employee Register
  - b) FORM B- Format of Wage Register
  - c) FORM C- Format of Register of Loans/Recoveries
  - d) FORM D- Format of Attendance Register
- And other are,
- e) EPF compliance
  - f) ESIC compliance
  - g) Employee compensation policy
  - h) Labour license
  - i) Bonus Act Form – C & D
  - j) Maharashtra Labour Welfare Fund Return

**14. METHODOLOGY TO ASCERTAIN LOWEST BIDDER:**

Evaluation of bid shall be done on lowest quote basis i.e. %(Percentage) Service charge quoted by the bidder IN SOR. In case if more than 1 bidder quote same/equal service charges, then order shall be on the basis of highest turn-over in any one of the preceding 03 Financial years i.e. 2018-19, 2017-18 and 2016-17 amongst the bidders.

**15. PRICE REDUCTION SCHEDULE:**

In the event of failure of the Contractor to mobilize the services within mobilization period at the disposal of Maharashtra Natural Gas Limited or if the services is not acceptable as per the provisions of the Contract, Maharashtra Natural Gas Limited without prejudice to other remedies available under the Contract, shall have the right to exercise any of the following:

- (i) To recover from the bidder price reduction / liquidated damages @ 0.5% of the estimated contract value per week of delay or part thereof in providing such services subject to a maximum of 5% of the total estimated value of contract. Both bidder 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 the bidder 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 Maharashtra Natural Gas Limited in the matter of applicability of price reduction / liquidated damages shall be final and binding.
- (ii) In addition to above fixed charges on pro-rata basis shall not be payable for the period for which the services was not provided to make alternative arrangement of such services at the sole risk and cost of the bidder and recover such extra costs and expenses from bidder's or from any other amount due to the bidder.
- (iii) to terminate the contract in whole or in part thereof by forfeiting the Security Deposit (SD) as per provisions of the Contract.

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**Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between MNGL and the Agency and any noncompliance shall be deemed as breach of the Contract/Agreement.**

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**UNPRICED SCHEDULE OF RATES**

**Services : Tender for Rate Contract for the period of two years for procuring the  
services with respect to O&M activities for MNGL Pune & Nashik GA**

<b>BOQ No.</b>	<b>Description</b>	<b>Quoted/Not Quoted</b>
<b>1</b>	<b>2</b>	<b>3</b>
<b>BOQ1</b>	<b>Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Pune GA</b>	
<b>BOQ2</b>	<b>Rate Contract for the period of two years for procuring the services with respect to O&amp;M activities for MNGL Nashik GA</b>	

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### SCHEDULE OF RATES

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

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

#### **PREAMBLE TO PRICE SCHEDULE / SCHEDULE OF RATES (SOR)**

1. The schedule of rates shall be read in conjunction with other sections with this Bidding document.
2. The contractor is deemed to have studied the drawings/specifications and details of works to be done within the time schedule and should have acquainted himself of the conditions prevailing in the region(s).
3. The quantities given in the schedule of rates are indicative, tentative and approximate. 15 days advance intimation shall be given for deployment of manpower.
4. The quoted prices to include all taxes & duties including WCT. The applicable rate of Goods & Service Tax (GST) and its amount shall be indicated separately by the bidders in the column provided in the SOR.
5. Bidder shall submit Cenvatable invoices to enable owner to obtain Cenvat benefits for GST and WCT.

#### **Notes:**

1. Fixed consolidated monthly payment is admissible as per clause no. 1.3 of Scope of Work and SCC for execution of the contract.
2. In case the services are required on Sundays / National Holidays, relief duty charge shall be paid on pro-rata basis. Service charge shall be paid in quoted % terms on gross payment of (Monthly consolidated fixed Pay rate + Relief duty charges) excluding Goods & Service Tax.
3. Please indicate the applicable goods & service tax in % (percentage terms). Any change in Goods & Service Tax shall be payable after submission of a copy of the Govt. notification.
4. Goods & Service tax if payable, then the same shall be reimbursed by MNGL at actuals against proof of payment for the services rendered and on receipt of Cenvatable invoice only.
5. Service charges quoted by bidder should be more than zero and service charges quoted in negative shall lead to rejection of the bid.

**Bidder's Signature & Seal**