



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129



MAHARASHTRA NATURAL GAS LIMITED

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

**CNG & CITY GAS DISTRIBUTION PROJECT
FOR PUNE GA**

**Bid document for
Procurement of Tab's for DMA (Direct Marketing Agencies)
for increasing the PNG Domestic Registrations at Pune,
Nashik, Sindhudurg and Ramanagara GA.**

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

Bid Document No.: MNGL/CP/2024-25/129 Dt: 22.11.2024.



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RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

CONTENTS

SR. NO.	DESCRIPTION
	PART A
1.	INVITATION FOR BIDS (IFB)
2.	BIDDERS ELIGIBILITY CRITERIA (BEC)
	PART B
3.	INSTRUCTIONS TO BIDDERS (ITB)
4.	ANNEXURES TO INSTRUCTIONS TO BIDDERS (ITB)
	PART C
5.	GENERAL CONDITIONS OF CONTRACT (GCC)
6.	SPECIAL CONDITIONS OF CONTRACT (SCC) & SCOPE OF WORK
	PART D
7.	SCHEDULE OF RATES (SOR)



**MAHARASHTRA NATURAL
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MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

PART A

1. INVITATION FOR BIDS (IFB)



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GAS LIMITED**

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REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
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Bid No.: MNGL/CP/2024-25/129

INVITATION FOR BIDS (IFB)

BID DOCUMENT NO.: MNGL/CP/2024-25/129

Date: 22.11.2024.

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/2024-25/129 dated 22.11.2024.
Item(s)	Tender for Procurement of Tab's for DMA (Direct Marketing Agencies) for increasing the PNG Domestic Registrations at Pune, Nashik, Sindhudurg and Ramanagara GA.
Type of Bid	Open Domestic Competitive Bidding
Time Schedule	As per Scope of Work of tender document
Earnest Money / Bid Security	Rs. 11,500/- in the form of Demand Draft/BG/Online through e-portal to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune.
Bid Security Validity	6(SIX) months from bid due date
Tender Fee ((Non-refundable)	Not applicable
Bid Validity	4(four) months from the bid due date
Pre-bid meeting date and time	Not applicable
Bid Submission at	https://etenders.gov.in
Bid submission due date and time	03.12.2024 till 15:00 Hrs. IST
Techno-commercial bid opening date and time	04.12.2024 at 16:00 Hrs. IST
Price bid opening date and time	Date and time shall be intimated later.
Address for submission of EMD/Bid Security and venue for pre-bid meeting and opening of bids	Deputy Manager (C&P) C&P Department, Maharashtra Natural Gas Limited, Pride Purple Coronet, 2 nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000/1190/1157 Email: gasaid@mngl.in / balakrishna.thatikonda@mngl.in

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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GAS LIMITED**

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MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
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Bid No.: MNGL/CP/2024-25/129

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

2.0 BIDDING PROCEDURE

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

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

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

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

3.0 DOWNLOADING OF TENDER DOCUMENT

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

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

4.0 PRE-BID MEETING

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



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MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

meeting is MNGL office at Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045.

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

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

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

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

Advisories for the bidders attending the pre-bid meeting:

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

5.0 OTHERS

5.1 Bid Document is non-transferable.

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

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

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



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

- 5.5 Bidder shall ensure that Bid Security having a validity of 6(SIX) months from the bid due date, must accompany the offer in the format made available in the Bid Document.
- 5.6 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.
- 5.7 MNGL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.
- 5.8 ZERO DEVIATION TENDER
- Bidder shall note that if any deviations are taken to the under mentioned provisions of Bid Documents by the Bidder the bid is liable to be rejected: -
- i) Do not meet BEC Criteria
 - ii) Bid Security
 - iii) Performance Security (Contract Performance Bank Guarantee), 10% of Annualized Contract/Order value
 - iv) Delivery Period
 - v) Terms of Payment
 - vi) Force Majeure
 - vii) Resolution of Dispute/Arbitration
 - viii) Termination of Contract,
 - ix) Warranty and Guarantee
 - x) Offer not submitted for complete scope of work
 - xi) Firm prices
 - xii) Prices not quoted as per Schedule of Rates formats.
 - xiii) The Bidder is not put on Black / holiday list by MNGL/MoP&NG/Oil Public Sector Enterprise(s).
 - xiv) Bidder is under liquidation.
 - xv) Bids not conforming to technical specification/requirements.
 - 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,
Balakrishna Thatikonda
Deputy Manager (C&P)
for Maharashtra Natural Gas Limited, Pune

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



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**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNG/CP/2024-25/129

PART A

2. BIDDERS ELIGIBILITY CRITERIA (BEC)



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Bid No.: MNGL/CP/2024-25/129

ANNEXURE-I to IFB

BIDDER'S ELIGIBILITY CRITERIA

1. BRIEF PROJECT DETAILS

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

2. SCOPE OF WORK

This tender deals with **Procurement of Tab's for DMA (Direct Marketing Agencies) for increasing the PNG Domestic Registrations at Pune, Nashik, Sindhudurg and Ramanagara GA.**

Sr. No.	Item Description	Quantity	Units
1	Tablet of Make Apple / Samsung / Wishtel IRA / Lenovo / Redmi / Honor / Acer / mi / Realme	61	No

3. BIDDER'S ELIGIBILITY CRITERIA:

The following are the BEC parameters: -

3.1 BEC-TECHNICAL:

- A 1. Bidder should have authorized Apple / Samsung / Wishtel IRA / Lennovo / Redmi / Honor / Acer / mi / Realme partner and shall provide the documentary evidence.
- A.2 The Bidder Should have a valid authorisation letter issued by OEM dated after the date of issue of the online tender document as Authorised Distributer/Partner/Dealers for participating in a tender.
- A.3 To meet the technical qualification criteria as stated above, bidder shall provide documentary evidences in support of his claim.

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

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



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REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

FORMAT-A FOR BEC

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.

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

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

Signature of Bidder

(*) To filled by Owner



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GAS LIMITED**

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MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

FORMAT-B FOR BEC

FINANCIAL SITUATION

Applicant's Legal Name: _____

Date: _____

Tender No: _____

Page _____ of _____

Each bidder must fill in this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

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

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

Signature of Bidder

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



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MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

PART B

3. INSTRUCTION TO BIDDERS (ITB)



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GAS LIMITED**

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MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

CONTENTS

(INSTRUCTION FOR ONLINE BID SUBMISSION)

- A. General
 - 1. Scope of Bid
 - 2. Eligible Bidders
 - 3. One Bid per Bidder
 - 4. Bid Eligibility Criteria
 - 5. Cost of Bidding
- B. Bidding Documents
 - 6. Content of Bidding Documents
 - 7. Clarification of Bidding Documents
 - 8. Amendment of Bidding Documents
- C. Preparation of Bids
 - 9. Language of Bid
 - 10. Documents Comprising the Bid
 - 11. Bid Form & Price Schedule
 - 12. Bid Prices
 - 13. Bid Currencies
 - 14. Documents Establishing Bidder's Eligibility and Qualification
 - 15. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents
 - 16. Period of Validity of Bids
 - 17. Bid Security
 - 18. Format and Signing of Bid
 - 19. Zero Deviation
 - 20. Mode of Payment
 - 21. Agent/ Consultant/ Representative/ Retainer/ Associate
- D. Submission of Bids
 - 22. Preparation of Bids
 - 23. Deadline for Submission of Bids
 - 24. Late Bids
 - 25. Modification and Withdrawal of Bids
- E. Opening and Evaluation of Bids
 - 26. Bid Opening
 - 27. Process to be Confidential
 - 28. Contacting the Employer
 - 29. Preliminary Examination of Bids
 - 30. Opening of Price Bids
 - 31. Arithmetic Corrections
 - 32. Conversion to Single Currency
 - 33. Evaluation and Comparison of Bids
 - 34. Domestic Preference



**MAHARASHTRA NATURAL
GAS LIMITED**

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MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

- F. Award of Contract
35. Post Qualification
 36. Award Criteria
 37. PURCHASER's Right to Vary Quantities at Time of Award
 38. PURCHASER's Right to Accept Any Bid and to reject Any or All Bids
 39. Notification of Award/ Fax of Intent / Purchase Order
 40. Acceptance of Purchase Order
 41. Performance Guarantee
 42. Income Tax Liability
 43. Corrupt or Fraudulent
 44. Failure by the contractor to comply with the provisions of the contract
 45. Termination of Contract
 46. Additions to GCC
 47. Procurement From a Bidder Which Shares a Land Border With INDIA



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

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.



MAHARASHTRA NATURAL
GAS LIMITED

TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND RAMANAGARA GA.

Bid No.: MNG/CP/2024-25/129

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS:

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

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

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



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

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

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



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

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

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

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

ASSISTANCE TO BIDDERS:

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



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

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 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 Bidders:
 - 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. The bids from sole selling agents / authorized distributors/ authorized dealers /authorized supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorize them to market their product, provided further such an authority letter is valid at the time of bidding. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.
 - 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 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 holiday by MNGL or blacklisted by any Government Department/ Public Sector.



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

3. One Bid per Bidder:

- 3.1 Each bidder shall submit only one bid. 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. If bid of companies which is managed & controlled by same group of individual (common owners/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed, and bids will be disqualified.
- 3.2 Also, if this fact is known at a later stage during bid evaluation or even after finalization of contract, the award will be made null and void and appropriate action including forfeiting of security deposit in any form and putting the firms on holiday list will be taken.
- 3.3 Alternative bids are not acceptable.

4. Bidder Eligibility:

- 4.1 Experience Criteria as per Invitation for Bid (IFB) (Section – I of this Bid Document)

5. Cost of Bidding:

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

B. BIDDING DOCUMENT

6. Content of Bidding:

- 6.1 The bidding documents are those stated below Documents and should be read in conjunction with any addenda issued in accordance with ITB Clause
- a) IFB, ITB, GCC, ATC
 - b) SCC, MR &TS, SOR, etc.
- 6.2 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 to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
7. Clarification of Bidding Documents:
- 7.1 A prospective Bidder requiring any clarification of the bid documents may notify the Owner and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

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

8. Amendment of Bidding Documents:

- 8.1 At any time prior to the bid due date, the PURCHASER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.
- 8.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 7.0 and shall be hosted on the on website www.mngl.in and CPPP's e-tendering website before bidding due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders' query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders' query hosted on the above websites before submitting the bid.
- 8.3 The PURCHASER may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issue.
- 8.4 Bidders are advised to visit www.mngl.in and CPPP's e-tendering website from time to time to get updated information / documents.

C. PREPARATION OF BIDS

9. Language of Bid:

- 9.1 The bid prepared by the bidder as well as all correspondence/drawings and documents relating to the bid exchanged by bidder and the PURCHASER shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.
- 9.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement system shall be applied.



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

10 Documents Comprising the Bids:

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

10.1.1 UN-PRICE BID (Part -I):

- a) Price Schedule (with price figures blanked) completed in accordance with ITB Clauses 11, 12 & 13.
- b) Documentary evidence establishing that Bidder is eligible to bid and meets qualification criteria in accordance with ITB Clause 14.
- c) Documentary evidence establishing Goods' eligibility and conformity to Bidding Documents in accordance with ITB Clause 15
- d) Power of Attorney of the signatory to the Bidding Document.
- e) Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc.
- f) One Original 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.
- g) Agreement between principal and Agent/ Consultant /Retainer/ Associates indicating their relationship & assigned service in case of foreign bidder.
- h) Various forms & formats including bid form enclosed as Attachment to GCC/SCC to be duly filled & submitted.
(Please note space for prices to be kept blank in these documents, which are meant for Part – I of the bids.)
- i) List of 2(two) years spares with blank price, if applicable, in line with Unprice part.
- j) List of commissioning spares, if applicable, in line with Technical part
- k) Any other information/details required as per bidding document including addendum/ corrigendum to this bidding document, if issued.

10.1.2 PRICED BID (Part -II):

Price bid having Price Schedule/SOR filled up in accordance with tender documents.

10.1.3 Original Bid Security (Part-III) – For Applicability refer ITB clause no. 17.0

11. Bid Form & Price Schedule:

11.1 The bidders shall complete the Bid Form and appropriate, Price schedule furnished in the Bidding Document, indicating the required information for all the goods to be supplied, a brief description of the goods, their country of origin and quantity.



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

12. Bid Prices:
- 12.1 The Bidder shall e-quote Bid Prices on appropriate format of "Schedule of Rates" (SOR) as enclosed part of bid documents as it proposes to supply under the contract.
- 12.2 Indian Bidders shall indicate the following separately (as per Price Schedule)
- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
 - B) Goods & Service Tax / Turnover (rates) which will be payable on the finished goods, if this contract is awarded.
 - C) The bidders shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price. Essentiality certificate may be provided by the Purchaser for Project imports, wherever applicable.
 - D) The statutory variation in Goods & Service Tax on finished goods covered under Cl. 12.1 B within the contractual delivery period shall be to MNGL's account. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to MNGL. Further, any statutory variation in the rate of customs duty (except Goods & Service Tax) within contractual delivery period, on-the actual CIF value of import content, but subject to maximum of such duty payable on quoted CIF value, under Cl. 12.1 (A) shall also be to MNGL's account. In case of delay in delivery, any increase in the rate of customs duty beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to MNGL.
 - E) The total amount which can be claimed / set off by MNGL for CENVAT (for Goods & Service tax) separately.
- 12.3 Inland transportation, other local costs incidental to delivery of the goods to its final destination (FOT-site) shall be quoted by the Bidder.
- 12.4 The bidder's break-up of price components in accordance with above sub-clauses will be solely for the purpose of facilitating the comparison of bids and will not in any way, limit the Purchaser's right to contract on different terms.
- 12.5 Fixed Price: Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract and not subject to variation on any account except for variations permitted under 12.1 D for domestic bidders. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 12.6 The delivery terms shall be interpreted as per INCOTERMS 2010.
- 13 Bid Currencies:
- 13.1 Bidders shall submit their bids in Indian Rupees only.
- 14 Documents Establishing Bidder's Eligibility and Qualification



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

14.1 Bid Evaluation Criteria:

14.1.1 Pursuant to evaluation Criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting Bid evaluation criteria.

14.2 Bidders Eligibility Criteria:

14.2.1 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.

14.2.2 The documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted, shall establish to the PURCHASER'S satisfaction:

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture (or otherwise, produce, the, Bidder has been duly authorized by the goods Manufacturer or producer to supply the goods in the Purchaser's country.
- b) that the Bidder has the financial, technical and production capacity necessary to perform the contract.
- c) that, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

14.2.3 The PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract. An affirmative determination will be pre-requisite for award of the Contract.

15 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:

15.1 Pursuant to ITB Clause 10, the bidder shall furnish, as part of the bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services which the bidder proposes to supply under the Contract.

15.2 The documentary evidence of the goods and services' conformity to the Bidding Documents may be in the form of literature, drawings or data and shall furnish:

- a) detailed description of the essential technical and performance characteristics of the goods.
- b) a clause-by-clause commentary on the PURCHASER'S Technical specifications demonstrating the goods and services' substantial responsiveness to the specifications.

15.3 For purpose of the commentary to be furnished under Clause-15.2 above, the bidder shall note that standards for workmanship, material and equipment and reference to



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

brand names or catalogue numbers, designated by the PURCHASER in its Technical Specifications are intended to be descriptive only and not restrictive.

16 Period of Validity of Bids:

16.1 The bid shall remain valid for acceptance for 4 months from the bid due date.

16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post 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 ITB Clause 17.0 in all respects.

17 Bid Security:

17.1 Pursuant to ITB Clause-10, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.

17.2 The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-17.7

17.3 The bid security in Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favor of Maharashtra Natural Gas Limited, payable as per IFB (issued by Indian Nationalized /Scheduled bank or first-class international bank) or in the form of Bank Guarantee as per format enclosed in the Bidding Document.

MNGL shall not be liable to pay any bank - charges, commission or interest on the amount of bid security.

In case, bid security is in the form of Bank Guarantee, the same shall be from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank.

The Bid Security shall be valid for two (02) months beyond the validity of the Bid as specified in Clause 16.0 of ITB.

17.4 Any bid not secured in accordance with ITB Clause 17.1 and 17.3 may be rejected by the PURCHASER as non-responsive

17.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible after award of contract and signing of agreement.



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

- 17.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to ITB Clause-41 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-42.
- 17.7 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 Purchase Order in accordance with ITB Clause-41 or
 - ii) to furnish Performance Guarantee in accordance with ITB Clause-42
 - iii) to accept correction of errors pursuant to ITB Clause 32.0
 - c) If the Bidder changes the proposed manufacturer after submission of his bid.
- 17.8 Bid Security should be in favor of Maharashtra Natural Gas Limited and addressed to MNGL. Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be in the form provided in the Bidding Document.
- 17.9 **The Indian / Domestic firms registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing 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.**
- 18 Format and Signing of Bid
- 18.1 The bidder shall prepare one original of the document comprising the bid as per clause 10.0 of ITB marked "original".
- 18.2 The original of the bid shall be typed or written in indelible ink and shall be signed by the 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 any catalogues/ literatures shall be signed and sealed by the person or persons signing the bid.
- 18.3 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the persons signing the bid.
- 19 Zero Deviation
- 19.1 Bidders to note that, MNGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract, Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of supply, technical specifications etc, to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer.
- 19.2 If any deviations are taken to the under mentioned provisions of Bid Documents by the Bidder the bid is liable to be rejected: -



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

- i) Do not meet BEC Criteria
- ii) Bid Security
- iii) Performance Security (Contract Performance Bank Guarantee), 10% of 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) Bidders is under liquidation.
- xv) Bidder is under litigation which owners considers a disqualification.
- xvi) Bids not conforming to technical specification/requirements.
- xvii) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xviii) 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:

20.1 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 – Not applicable

D. SUBMISSION OF BIDS:

22.0 Preparation of Bids:

22.1 Scanned documents (duly signed by the authorized signatory) and/or pre-formatted excel files to be uploaded by the bidder on the portal which shall comprise of the documents mentioned in Clause No. 10 of ITB.

Note: All pages of the bid offer to be signed and stamped by an authorized representative (as described in bid document) of the bidder.

Bidder must ensure numbering of all pages submitted in bid document. Further total number of pages submitted in bid document must be mentioned in the covering letter of bid submitted.



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

22.2 The price bid shall contain Schedule of Rates dully filled in the prescribed format available on the e-portal.

23.0 Deadline for Submission of Bid:

23.1 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.

23.2 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.

24.0 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.

25.0 Modification and Withdrawal of Bids:

25.1 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.

25.2 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.

25.3 Upon selecting "withdraw" option on the e-tender portal and providing the reason for withdrawal, the portal will not allow the bidder to re-submit his bid. MNGL shall not be responsible if the bidder is not able to re-submit his bid after withdrawal.

E. OPENING AND EVALUATION OF BIDS

26. Bid Opening:

26.1 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.



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNG/CP/2024-25/129

- 26.2 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.
- 26.3 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.
- 26.4 The Purchaser will prepare a bid opening statement to be signed by all representatives present during bid opening.
- 27 Process to be Confidential:
- 27.1 Information relating to the examination, clarifications, evaluation and comparison of bids and recommendations for the order, shall not be disclosed to bidders or any other person officially concerned with such process.
- 28 Contacting the Purchaser:
- 28.1 From the time of the bid opening to the time of the release of order, if any bidder wishes to contact the Purchaser for any matter relating to the bid, it should do so in writing.
- 28.2 Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.
- 29 Preliminary Examination of Bids:
- 29.1 Technical-Commercial Bid Evaluation
- 29.1.1 The PURCHASER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 29.1.2 Prior to the detailed evaluation, the PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For purposes of this determination a responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without deviations, objections, conditionally or reservations.
- 29.1.3 No deviation whatsoever, is permitted in the Bidding Documents and the Priced bids of those bidders whose Un-Priced bids contain any exception to the conditions and



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

stipulations of the Bidding Documents shall not be opened and returned un-opened to such bidder(s).

29.1.4 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.

29.1.5 The Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

- (a) Overall completeness and compliance with the Technical Specifications; quality function and operation of the process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- (b) Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.

29.2 Requisite forms contain all necessary information including those, required for meeting qualifying criteria stipulated in the Bidding Document.

30.0 Opening of Price Bid:

30.1 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.

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

31 Arithmetic Corrections:

31.1 The bids will be checked for any arithmetical errors as follows:

31.1.1 In case of any discrepancy between prices in words and prices in figures, the prices in words shall be valid and binding. In case of any error in total indicated by the Bidder, the unit price alone shall be considered valid and binding on the Bidder.

31.1.2 If the bidder does not accept the correction of errors, his bid will be rejected, and the bid security will be forfeited.

32 Conversion to Single Currency *[Applicable in ICB tenders only]*:



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

32.1 To facilitate evaluation and comparison, the PURCHASER will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Bills selling exchange rate declared by the State Bank of India on the working day prior to Priced bid (Part-II) opening.

33 Evaluation and Comparison of Bids:

33.1 The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause - 30.

33.2 Bid Evaluation and Comparison Criteria:

The evaluation of all the responsive bids for supplies to be arrived at the lowest evaluated offer as under:

(A) **Domestic Bidders:**

The evaluated price of domestic bidders shall include the following:

- i) The prices quoted by Domestic Bidder for the scope of work defined in the tender documents will include customs duty plus Goods & Service Tax and any additional duty, if any, Goods & Service Tax as applicable which shall be indicated separately
- ii) Price quoted by the domestic bidders shall include all costs towards Insurance, all type of handling, transportation, etc. as applicable and payable by the CONTRACTOR under the contract
- iii) Goods & Service Tax on the finished goods.

33.3 OWNER'S price evaluation and price comparison of technical-commercially acceptable bids shall take following in account:

- i) Total value on FOT site basis including liability towards customs duty, GST, all other taxes & duties, levies, transportation, all insurance and all other costs as applicable up to Final Acceptance of work complete in all respects covered under para-A above.
- ii) Cost of mandatory spares, if any.
- iii) **The total site price quoted shall be compared.**

33.4 Bids not conforming to Bid Qualification criteria and technical & commercial requirements shall be rejected.

34 Domestic Preference:

34.1 VOID

F. AWARD OF CONTRACT:

35 Post Qualification:



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNG/CP/2024-25/129

- 35.1 In the absence of pre-qualification, the PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.
- 35.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the PURCHASER deems necessary and appropriate.
- 35.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.
- 36 Award Criteria:
- 36.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 37 PURCHASER's Right to Vary Quantities at Time of Award:
- 37.1 PURCHASER reserves the right at the time of award of ORDER to increase or decrease by **up to 20%** the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.
- 38 PURCHASER's Right to Accept Any Bid and to reject Any or All Bids:
- 38.1 PURCHASER 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 the PURCHASER'S ACTION.
- 39 Notification of Award/ Fax of Intent / Purchase Order:
- 39.1 Prior to the expiration of period of bid validity, the PURCHASER will notify the successful bidder in writing, by fax or email to be confirmed in writing that his bid has been accepted. The notification of award/ Fax of Intent / Purchase Order will constitute the formation of the Contract.
- 39.2 Delivery shall be counted from the date of Delivery Order.
- 39.3 Upon the successful bidder's furnishing of contract performance bank guarantee. Pursuant to ITB Clause-42, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security pursuant of ITB Clause 17.



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

40 Acceptance of Purchase Order:

40.1 PURCHASER will issue the Purchase Order to the successful bidder, who, within 15 days of receipt of the same, shall sign all pages and return the acceptance copy to the PURCHASER.

41 Performance Guarantee:

41.1 Unless mentioned in notification of award /Fax of Intent / Purchase Order within 15 days of the receipt of the Delivery Order from the PURCHASER, the successful bidder shall furnish the performance guarantee in accordance with Clause 12 of General Conditions of Contract in the form provided in the bidding documents. The Bank Guarantee/Letter of Credit towards performance guarantee shall be in the currency of the Contract.

41.2 The performance guarantee shall be for an amount equal to 10% of the value of the Delivery Order towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee/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/letter of Credit shall be valid for a period as-stated in Clause-12 of General Conditions of Contract

41.3 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

42 Income Tax Liability:

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

43 Corrupt or Fraudulent:

43.1 The Purchaser requires that Bidders / Practices Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser:

a) defines, for the purposes of this provision, the terms set forth below as follows:

- i) "corrupt practice" means the offering, giving, receiving 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 Purchaser 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 Purchaser of the benefits of free and open competition.



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNG/CP/2024-25/129

- 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, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.
44. Failure by the contractor to comply with the provisions of the contract:
- 44.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:
- a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.
 - b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.
- 44.2 In such events of Clause 44.1(a) or (b) above.
- a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilizing in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

- b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorized or required to be reserved or retained by the EMPLOYER.
- 44.3 Before determining the CONTRACT as per Clause 42.1(a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.
- 44.4 The EMPLOYER shall also have the right to proceed or take action as per 44.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.
- 44.5 Termination of the CONTRACT as provided for in sub-clause 44.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued up to the date of such termination.
45. Termination of Contract:
- 45(A) TERMINATION OF CONTRACT FOR DEATH:

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



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

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

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

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

45(C) In case of termination of CONTRACT herein set forth (under clause 42.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by Maharashtra Natural Gas Limited against any type of tender nor their offer will be considered by MNGL against any ongoing tender (s) where contract between MNGL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by Maharashtra Natural Gas Limited to such CONTRACTOR.

45(D) Termination for convenience

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

46. Additions to GCC:

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

ii) Abnormally High Rated Item (AHR):

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

1. Rates as per BOQ, quoted by the Contractor.
2. Rate of the item, which shall be delivered as follows:
 - a) Based on rate of machine and labor as available from the contract (which is including 15% cover towards contractor's profit overhead and other expenses).



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

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

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

47. Procurement From a Bidder Which Shares a Land Border With INDIA:

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



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

- V. "Beneficial owner" for the purpose of above (4) will be as under:
- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- VI. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.
- VII. SUBMISSION OF CERTIFICATE IN BIDS: Bidder shall submit a certificate in this regard as Form-I to Section-II. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
- VIII. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNG/CP/2024-25/129

PART B

4. ANNEXURES TO INSTRUCTIONS TO BIDDERS (ITB)



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

CONTENTS

SR. NO.	ANNEXURE	DESCRIPTION
1)	ANNEXURE - I	: BID EVALUATION CRITERIA
2)	ANNEXURE - II	: LIST OF FORMATS (F-1 TO F-8)
3)	ANNEXURE - III	: FORMAT FOR TENDER ACCEPTANCE LETTER
4)	ANNEXURE - IV	: COMMERCIAL QUESTIONNAIRE
5)	ANNEXURE - V	: CHECK LIST
6)	ANNEXURE - VI	: ACKNOWLEDGEMENT CUM CONSENT LETTER
7)	ANNEXURE - VII	: SUBMISSION OF BID
8)	ANNEXURE -VIII	: UNDERTAKING ON LETTERHEAD (FOR LAND BORDER WITH INDIA)



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

ANNEXURE – I: BID EVALUATION CRITERIA

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

2.0 **EARNEST MONEY DEPOSIT**

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

Note:

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

3.0 **DEVIATION TO STIPULATIONS**

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

4.0 **CONFORMANCE TO SCOPE OF WORK**

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

5.0 **EVALUATION OF PRICE BIDS**

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

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

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



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

ANNEXURE – II: LIST OF FORMATS

CONTENT

Sr. No.	Description
1)	F-1 : Bidder's General Information
2)	F-2 : Bid Form
3)	F-3 : List of Enclosures
4)	F-3A : Financial Detail
5)	F-4 : Declaration for Bid Security
6)	F-5 : Letter of Authority
7)	F-6 : No Deviation Confirmation
8)	F-7 : Certificate
9)	F-8 : Proforma of Bank Guarantee for Contract Performance Security



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

F-1

BIDDER'S GENERAL INFORMATION

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

1.1 Bidder Name : _____

1.2 Number of Years in Operation : _____

1.3 Registered Address : _____

1.4 Operation Address : _____
(if different from above)

1.5 Telephone Number : _____
(Country Code) (Area Code) (Telephone No.)

1.6 E-mail address & Web Site : _____

1.7 Telefax Number : _____
(Country Code) (Area Code) (Telephone No.)

1.8 ISO Certification, if any : _____
{If yes, please furnish details}

(SIGNATURE OF BIDDER WITH SEAL)



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

F-2

BID FORM

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

Dear Sir,

After examining/ reviewing the Bidding Documents for _____,
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:



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

F-3

LIST OF ENCLOSURES

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

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. 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)



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

F-3A

FINANCIAL DETAIL

EACH BIDDER MUST FILL IN THIS FORM

a) Annual Turnover data for the last 3 years.

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

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

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

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

1. Net Worth = Reserves + Capitals – Accumulated Loss

(SEAL AND SIGNATURE OF BIDDER)

(*) To be filled by Employer



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

F-4

Sheet 1 of 2

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be stamped in accordance with the Stamp Act)

Bank Guarantee No. Ref: Date

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

Dear Sir(s),

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

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

We, the _____ Bank at _____
having our Head Office _____ (Local Address)
guarantee and undertake to pay immediately on demand without any recourse to the tenderers
by Maharashtra Natural Gas Limited the amount _____ without any
reservation, protest, demur and recourse. Any such demand made by MNGL, shall be
conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.
This guarantee shall be irrevocable and shall remain valid up to _____ [this date
should be 6 months after the date finally set out for closing of tender]. If any further extension of
this guarantee is required, the same shall be extended to such required period on receiving
instructions from M/s _____ whose behalf this guarantee is
issued.

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

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date: _____



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

Sheet 2 of 2

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

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

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



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

F-5

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

No.:

Date:

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

Dear Sir,

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

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

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



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

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:

SR. 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



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

F-7

CERTIFICATE

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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

Sheet 1 of 2

F-8

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

TO:

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

Dear Sir,

M/s _____ have been awarded the work of
_____ for Maharashtra Natural Gas Limited, 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.



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

Sheet 2 of 2

3. Your right to recover the said sum of Rs. _____
(Rupees _____) from us in manner aforesaid will
not be affected or suspended by reason of the fact that any dispute or disputes have
been raised by the said M/s _____ and/ or that any
dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or
winding up dissolution or changes of constitution or insolvency of the said but shall in all
respects and for all purposes be binding and operative until payment of all money due to
you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid up to _____. If any
further extension of this guarantee is required, the same shall be extended to such
required period on receiving instruction from M/s _____
_____ on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case
within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Any
dispute arising out of or in relation to the said Bank Guarantee shall be subject to the
jurisdiction of 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.

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



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

ANNEXURE – III: 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/ MNGL/MoP&NG/Oil Public Sector Enterprise(s) 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 PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

ANNEXURE – IV: 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.

Sr. 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)	Contract Performance Security	
ii)	Arbitration	
iii)	Termination	
iv)	Terms of Payment – as per tender document	
v)	Price Reduction Schedule – As per SCC & GCC	



**MAHARASHTRA NATURAL
GAS LIMITED**

TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND RAMANAGARA GA.

Bid No.: MNGL/CP/2024-25/129

Sr. No.	MNGL's Query	Bidder's Reply/ Confirmation
9.	Confirm your acceptance for 'Time Schedule' as mentioned in Bidding Document.	
10.	Confirm that your quoted price includes following taxes/ duties, insurance etc.	
i)	All taxes, charges and duties assessed or levied in respect of profits earned or income receivable by the Contractor by reason of this Contract.	
ii)	All taxes, duties as per applicable for this WORK in accordance with the provision of General Conditions of Contract and Special Conditions of Contract.	
iii)	All types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract.	
11.	Confirm that you have proposed adequate project/ site organization with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning stores, QA/ QC etc.	
12.	Confirm that all costs resulting from safe execution of WORK, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	

(STAMP & SIGNATURE OF BIDDER)



**MAHARASHTRA NATURAL
GAS LIMITED**

TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND RAMANAGARA GA.

Bid No.: MNGL/CP/2024-25/129

ANNEXURE – V: 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.

Sr. No.	Description	[Please tick (✓) in the Appropriate Block]		Remarks [Details/ Particulars]
		Submitted	Not Submitted	
A)	EMD/ BG DETAILS			
i)	Letter of Submission as per Format F-2	<input type="checkbox"/>	<input type="checkbox"/>	
ii)	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. Form F-4) NOTE: Original shall be submitted in original copy and its zerox copy in other copies	<input type="checkbox"/>	<input type="checkbox"/>	(1) By Bank Guarantee BG No: _____ dated: _____ from Bank: _____ Branch: _____ For Rs: _____ Valid Till: _____ OR (2) By Demand Draft DD No: _____ Dated: _____ Drawn on: _____ For Rs: _____
iii)	CHECK LIST This check list duly filled in, (i.e. Annexure V)	<input type="checkbox"/>	<input type="checkbox"/>	
B)	CONFIRMATION OF VARIOUS FORMATS			
i)	Past Similar work done during five years as per Format F-8	<input type="checkbox"/>	<input type="checkbox"/>	
ii)	Present Commitments as per Format F-9	<input type="checkbox"/>	<input type="checkbox"/>	
iii)	Financial Details as per Format F-3A	<input type="checkbox"/>	<input type="checkbox"/>	
iv)	Audited Balance Sheet including profit and loss account statement for the last three years.	<input type="checkbox"/>	<input type="checkbox"/>	Submitter for the years 1) _____ 2) _____ 3) _____



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

Sr. No.	Description	[Please tick (✓) in the Appropriate Block]		Remarks [Details/ Particulars]
		Submitted	Not Submitted	
v)	PF Registration Certificate	<input type="checkbox"/>	<input type="checkbox"/>	PF Registration No. _____
vi)	Goods & Service Tax Registration Certificate	<input type="checkbox"/>	<input type="checkbox"/>	GST Registration No. _____
vii)	Power of Attorney in favour of the person who has signed the bid on stamp paper of appropriate value.	<input type="checkbox"/>	<input type="checkbox"/>	
viii)	Partnership Deed in case of partnership firm and Article of Association in case of limited company.	<input type="checkbox"/>	<input type="checkbox"/>	
ix)	Deployment List of Supervisory personnel	<input type="checkbox"/>	<input type="checkbox"/>	
x)	A copy of SOR (without prices) duly signed, & stamped as per SOR Format	<input type="checkbox"/>	<input type="checkbox"/>	
C)	DEVIATIONS			
i)	Deviation (if any) as per Format - F-6	<input type="checkbox"/>	<input type="checkbox"/>	
D)	REGARDING TECHNICAL DETAILS			
i)	Technical Details/ Documents specified in Technical Part	<input type="checkbox"/>	<input type="checkbox"/>	Specify here if Not Applicable -

(STAMP & SIGNATURE OF BIDDER)



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

ANNEXURE – VI: ACKNOWLEDGEMENT CUM CONSENT LETTER

To,
M/s Maharashtra Natural Gas Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
Ph.No. : 91-20-2561157
E-mail : balakrishna.thatikonda@mngl.in

Kind Attn: Balakrishna Thatikonda, Deputy Manager (C&P)

Sub:

Dear Sir,

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

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

- I) POSTAL ADDRESS : _____

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

b) Contact Person at Pune, if any: -

- I) POSTAL ADDRESS : _____



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

II) TELEPHONE NO. : _____

III) TELEFAX NO. : _____

IV) E-MAIL : _____

IV) CONTACT PERSON : _____

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

Reasons for non-submission of Bid:

COMPANY'S NAME : _____

SIGNATURE : _____

NAME : _____

DESIGNATION : _____

DATE : _____

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

(SIGNATURE OF BIDDER)



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

ANNEXURE – VII: SUBMISSION OF BID

From:
M/s

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

1. I/We hereby tender for execution of the WORKS of _____,
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) _____



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

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

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

- (c) Contract Performance Bank Guarantee (CPBG) 10% of the annualized CONTRACT amount which will be paid in the manner set out in the General Conditions of Contract.
4. Should this tender be accepted, I/We hereby agree to abide by and fulfill all terms and conditions referred to above and in default thereof, to forfeit and pay to the OWNER or its successors or its authorized nominees such sums of money as are stipulated in conditions contained in General Tender Notice and other Tender Documents.
5. I/We hereby pay the Earnest Money of Rs _____ (Rupees _____) in Bank Demand Draft/Bank Guarantee No. _____ issued by _____ (name and office of the State Bank of India or any Nationalized Bank) in favour of Maharashtra Natural Gas Limited, Pune.
6. If I/We fail to commence the work specified in the Memorandum in Para (3) above, or I/We to deposit the amount of Contract Performance Bank Guarantee (CPBG) specified in the Memorandum in (3) above, I/We agree that the said OWNER or its successors without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money in full, otherwise the said Earnest Money shall be retained by OWNER towards the Contract Performance Bank Guarantee (CPBG) specified in (3) above. The said OWNER shall also be at liberty to cancel the Notice of Acceptance of Tender if I/We fail to deposit the Contract Performance Bank Guarantee (CPBG) as aforesaid or to execute an Agreement or to start WORK as stipulated in the Tender Documents.

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

Dated the _____ day of _____ 2024

Witness:

Yours faithfully,

Name in Block Letters:

Signature of Tenderer(s) with the
seal of the Firm.

Address:

Name and Designation of authorized person
signing the Tender on behalf of the Tenderer(s).



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

**ANNEXURE – VIII: UNDERTAKING ON LETTERHEAD
(For Land Border with India)**

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

Sub:

Tender No:

Dear Sir,

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

(i) Not from such a country []

(ii) If from such a country, has been registered []
With the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder to tick appropriate option above)

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

Place: {Signature of Authorised Signatory of Bidder}

Date: Name:

Seal: Designation:



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNG/CP/2024-25/129

PART C

5. GENERAL CONDITIONS OF CONTRACT (GCC)



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

GENERAL CONDITIONS OF CONTRACT (GCC)

ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS

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

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

Maharashtra Natural Gas Ltd./OWNER shall mean MNGL.

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

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

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

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

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

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

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

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

ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTNT

- 3.2.1 Service provider shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work. Service provider shall in all professional matters act as a faithful advisor



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

to MNGL and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

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

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

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

ARTICLE 3.3: MNGL REPRESENTATIVE

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

ARTICLE 3.4: SERVICE PROVIDER REPRESENTATIVE

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

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

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

ARTICLE 3.5: PAYMENT TERMS

- 3.5.1 The terms of payment shall be as follows:

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

ARTICLE 3.6: PERFORMANCE GUARANTEE

- 3.6.1 Service provider shall submit to MNGL an unconditional, irrevocable and on first demand guarantee from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks whose BGs are



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

furnished, must be commercial banks having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

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

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

ARTICLE 3.7: CONFIDENTIALITY

- 3.7.1 Service provider /MNGL shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by MNGL/ Service provider without the prior written consent of the latter.
- 3.7.2 Service provider further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Service provider shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

ARTICLE 3.8: TAXES AND DUTIES

- 3.8.1 Service provider shall pay any and all taxes including goods & service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.
- 3.8.2 Statutory variation in taxes (Goods & service tax) and duties, if any, within the contractual completion period shall be borne by MNGL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.
- 3.8.3 Service provider will not claim from MNGL any taxes paid by him.
- 3.8.4 MNGL shall deduct Income tax at source at applicable rates.

ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION

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



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

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

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

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

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

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

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

ARTICLE 3.10: LEGAL CONSTRUCTION

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

ARTICLE 3.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

- 3.11.1 MNGL may suspend in whole or in part – the performance of services of Service provider s any time upon giving not less than fifteen (15) days notice.
- 3.11.2 Upon notice of suspension, Service provider shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

- 3.11.3 Upon suspension of the performance of services, Service provider shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.
- 3.11.4 By fifteen days prior notice, MNGL may request Service provider to resume the performance of the services, without any additional cost to MNGL.
- 3.11.5 In case of suspension of work by Service provider on MNGL request for more than 10 days, demobilization and remobilization charges will be paid to Service provider as per Schedule of Rates.
- 3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

ARTICLE 3.12: PRICE REDUCTION SCHEDULE (PRS)

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

ARTICLE 3.13: ASSIGNMENT

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

ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

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



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

account of infringements of said patents, models, trademarks names or other protected rights.

- 3.14.2 All documents, report, information, data etc. collected and prepared by Service provider in connection with the scope of work submitted to MNGL will be property of MNGL.
- 3.14.3 Service provider shall not be entitled either directly or indirectly to make use of the documents, reports given by MNGL for carrying out of any services with any third parties.
- 3.14.4 Service provider shall not without the prior written consent of MNGL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 3.15: LIABILITIES

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

ARTICLE 3.16: TERMINATION OF CONTRACT

3.16.1 Termination for Default:

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

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

3.16.2 Termination for Insolvency

MNGL may at any time terminate the CONTRACT by giving written notice without compensation to Service provider, if Service provider becomes bankrupt or otherwise



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MNGL.

3.16.3 Termination for convenience

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

ARTICLE 3.17: MODIFICATION

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

ARTICLE 3.18: CONTRACT/AGREEMENT

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

ARTICLE 3.19: FORCE MAJEURE

Shall mean and be limited to the following:

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

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

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

Service provider shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Service provider or the MNGL shall not be liable for delays in



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

performing their obligations under this order and the completion dates will be extended to Service provider without being subject to price reduction for delayed completion, as stated elsewhere.

ARTICLE 3.20: RECTIFICATION PERIOD

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

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

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

ARTICLE 3.21: SUB-CONTRACT

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

ARTICLE 3.22: NOTICES

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

ARTICLE 3.23: ACQUISITION OF DATA

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



**MAHARASHTRA NATURAL
GAS LIMITED**

TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND RAMANAGARA GA.

Bid No.: MNG/CP/2024-25/129

PART C

6. SPECIAL CONDITIONS OF CONTRACT (SCC) & SCOPE OF WORK



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK

I. Scope of Work:

The scope of work includes the OEM warranty for the below mentioned OEM tabs, detailed technical Specifications given below:

Total Tablet Computers: - 61 pieces

Make – Apple / Samsung / Wishtel IRA / Lenovo / Redmi / Honor / Acer / mi / Realme

Minimum Technical Specifications:

2.0/2.4 GHz Quad Core, Processor core 4/8 core, 2/3GB RAM, 32/64 GB ROM, 8" Display, HD Resolution(1280x800),
Front Camera: 5 MP, Back Camera: 8 MP, TM,
OS: Android 12/13, Connetivity - Wifi+Cellular,
USB ports- Type C
Cellular data-4G/5G (VoLTE) with Warranty 1 Year.

- Device should be replaced in 2/3 days if device found faulty.
- Bidder should provide the SLA with contact details from OEM.
- Normal commercial warranty/ guarantee shall be applicable to the supplied goods.

II. General Terms:

- Budder should quote only for items mentioned above in the scope of work.
- Bidder shall provide Items strictly as per given list code or higher version latest model of the same will be acceptable. In case of parts not available or outdated.
- If case of device faulty, need to replacement within 2/3 days with the new packed piece device, or any movement, transportation will be in the Bidders Scope.
- Items Delivery Address - Maharashtra Natural Gas Limited, Pride Purple Coronet, Floor No. 2/3 & 4th, Baner Road, Pune – 411 045
- **Items delivery within 15 days after the purchase order placement.**
- No deviation in delivery period.



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

III. Commitment of Services:

- Provide free support from Bidder if any faulty part replacement at onsite as & when required.

IV. Delivery Schedule:

- Items delivery within 15 days after the purchase order placement

V. Payment Terms:

The terms of payment shall be as follows:

- Payment shall be made after delivery of the goods within 45 days.



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

PART C

7. SCHEDULE OF RATES (SOR)



**MAHARASHTRA NATURAL
GAS LIMITED**

**TENDER FOR PROCUREMENT OF TAB'S FOR DMA (DIRECT
MARKETING AGENCIES) FOR INCREASING THE PNG DOMESTIC
REGISTRATIONS AT PUNE, NASHIK, SINDHUDURG AND
RAMANAGARA GA.**

Bid No.: MNGL/CP/2024-25/129

SCHEDULE OF RATES (SOR)

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

Note:

- a. Evaluation shall be done on overall basis least cost to MNGL & order will be placed on the lowest bidder(s) only.
- b. Quoted unit rates shall be inclusive of all other charges except GST.
- c. Allowed decimal points in unit rate shall be up to 2 (two) decimal points. Unit rate quoted in negative shall lead to rejection of the bid.
- d. Taxes & Duties if any shall be indicated clearly in your quotation and total amount should be inclusive of all taxes etc.
- e. Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above. Bidder shall note that any error in estimating these taxes & Duties will be to Bidder's Account.
- f. Goods & Service Tax @ _____

Please indicate the breakup of above GST as under:

- i. CGST @ _____
- ii. SGST @ _____
- iii. IGST @ _____
- iv. UGST @ _____

Seal & Signature of Bidder