




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

CNG & CITY GAS DISTRIBUTION PROJECT FOR MNGL, PUNE

**Tender for Rate contract for the period of 2 years
for Tender for procurement of hiring services for
Emergency Control Room operations at Pune,
Nashik, Sindhudurg & Ramanagara GAs of MNGL.**

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


Bid Document No.: MNGL/CP/2024-25/136 dated 05.12.2024

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL. Bid No.: MNGL/CP/2024-25/136
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 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL. Bid No.: MNGL/CP/2024-25/136
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PART - A

1.0 INVITATION FOR BIDS (IFB)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL. Bid No.: MNGL/CP/2024-25/136
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SECTION-I

INVITATION FOR BIDS (IFB)


BID DOCUMENT NO.: MNGL/CP/2024-25/136

Date: 05.12.2024

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/2024-25/136 dated 05.12.2024
ITEM(S)	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL.
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Scope of Work of Vol II of II of tender document
EARNEST MONEY/ BIDSECURITY	Rs. 2,00,000/- in the form of Demand Draft/BG/Online through e-portal to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune.
BID SECURITY VALIDITY	6(SIX) months from bid due date
TENDER FEE ((Non-refundable)	Not applicable
BID VALIDITY	4(four) months from the bid due date
Pre-bid meeting date and time	Wednesday, December 11 · 11:00am – 12:00pm Google Meet joining info Video call link: https://meet.google.com/xko-txcg-zut
Bid submission due date and time	19.12.2024 till 15:00 Hrs. IST
Bid Submission at	https://etenders.gov.in
Techno-commercial bid opening date and time	20.12.2024 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	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 / 1190/1156 Email: gsaid@mngl.in , kavita.sadaphule@mngl.in
BIDDER ELIGIBILITY CRITERIA & BID EVALUATION CRITERIA	As per Annexure – I to IFB

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL. Bid No.: MNGL/CP/2024-25/136
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NOTE: Bidders are advised to complete the registration with e-tender portal (<https://etenders.gov.in>) at least two working days prior to bid submission date.

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

2.0 BIDDING PROCEDURE

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

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


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

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

3.0 DOWNLOADING OF TENDER DOCUMENT

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

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

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4.0 PRE-BID MEETING:

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/136</p>
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5.2 Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Bids through Fax/ E-mail shall not be considered.

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

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

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

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

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


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

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

5.8 ZERO DEVIATION TENDER

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

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

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- xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xvii) Price Reduction Schedule.

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

“THIS IS NOT AN ORDER”


Yours faithfully,
for Maharashtra Natural Gas Limited, Pune

Ganesh Said
GM (C&P)

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

Note:

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

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ANNEXURE-I to IFB

BIDDER'S ELIGIBILITY CRITERIA

1.0 BRIEF PROJECT DETAILS

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

2.0 SCOPE OF WORK

This tender deals with Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL.

3.0 BIDDER'S ELIGIBILITY CRITERIA:

A) TECHNICAL:

A.1 For Pune GA:

The bidder should have executed / completed one Job of at least Rs.27 Lakhs for providing technical manpower such as Degree/Diploma engineers to any organization / industry in India in preceding 5 (Five) years reckoned from the final bid due date.

Or


Bidder must have provided at least 5 Nos. of technical manpower such as Degree/Diploma engineers to any organization / industry in India for a period of one year in continuation in preceding 5 (Five) years reckoned from the final bid due date.

A.2 For Nashik GA

The bidder should have executed / completed one Job of at least Rs.14 Lakhs for providing technical manpower such as Degree/Diploma engineers to any organization / industry in India in preceding 5 (Five) years reckoned from the final bid due date.

Or

Bidder must have provided at least 3 Nos. of technical manpower such as Degree/Diploma engineers to any organization / industry in India for a period of one year in continuation in preceding 5 (Five) years reckoned from the final bid due date.

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A.3 For Sindhudurg GA:

The bidder should have executed / completed one Job of at least Rs. 5 Lakhs for providing technical manpower such as Degree/Diploma engineers to any organization / industry in India in preceding 5 (Five) years reckoned from the final bid due date.

Or

Bidder must have provided at least 1 No. of technical manpower such as Degree/Diploma engineers to any organization / industry in India for a period of one year in continuation in preceding 5 (Five) years reckoned from the final bid due date.

A.4 For Ramanagara GA:

The bidder should have executed / completed one Job of at least Rs.4.5 Lakhs for providing technical manpower such as Degree/Diploma engineers to any organization / industry in India in preceding 5 (Five) years reckoned from the final bid due date.


Or

Bidder must have provided at least 1 Nos. of technical manpower such as Degree/Diploma engineers to any organization / industry in India for a period of one year in continuation in preceding 5 (Five) years reckoned from the final bid due date.

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

In support of this bidder must submit a copy of Work Order / Letter of Award / Letter of acceptance and its completion certificate issued by Client.

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

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B) Financial:

B.1. Turnover:

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

Geographical Area	Minimum Annual Turnover requirement
Pune	Rs. 27 Lakhs
Nashik	Rs. 14 Lakhs
Sindhudurg	Not applicable
Ramanagara	Not applicable

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

B.2 Net worth:

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


B.3 Working capital:

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

Geographical Area	Minimum Working Capital requirement
Pune	Rs. 5.40 Lakhs
Nashik	Rs. 2.80 Lakhs
Sindhudurg	Not applicable
Ramanagara	Not applicable

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

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

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

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

2.3 Evaluation and award of contract:

Evaluation shall be done on overall least cost basis for each GA Separately to the Purchaser and order shall be issued accordingly.

In case of tie for L-1 bidder, the order shall be placed on the bidder having highest turnover during the preceding 3 Financial Years i.e. 2021-22, 2022-23 and 2023-24.

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

ANNUAL TURNOVER

Applicant's Legal Name :

Date:

Tender No.:

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Each bidder must fill in this form (Single Entity)


Annual Turnover data for the last 3 audited financial years.

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

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

Signature of Bidder

(*) To filled by Owner

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

FINANCIAL SITUATION

Applicant's Legal Name :

Date:

Tender No.:

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Each bidder must fill in this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR


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

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


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

Signature of Bidder

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

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2.0 ACKNOWLEDGEMENT CUM CONSENT LETTER

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/136</p>
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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

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

Sub:

Dear Sir,

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


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

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

- b) Contact Person at Pune, if any:

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

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

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Reasons for non-submission of Bid : _____

COMPANY'S NAME : _____

SIGNATURE : _____


NAME : _____

DESIGNATION : _____


DATE : _____

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

(SIGNATURE OF BIDDER)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/136</p>
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3.0 SUBMISSION OF BID

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL. Bid No.: MNGL/CP/2024-25/136
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SUBMISSION OF BID

From:

M/s.

To:


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

1. I/We hereby tender for execution of the WORKS of hiring Contractual Manpower for O&M activities for the period of 02 (Two) years for MNGL, Pune. 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) _____

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNG.</p> <p>Bid No.: MNG/CP/2024-25/136</p>
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The Earnest Money is payable in the manner set out in para 5 below.

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

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

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

Dated the _____ day of _____ 2024

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Witness:

Name in Block Letters:

Address:

Yours faithfully,
Signature of Tenderer(s) with the
seal of the Firm.

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

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PART – B

1.0 INSTRUCTION TO BIDDERS (ITB)



 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL. Bid No.: MNGL/CP/2024-25/136
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 12. Documents Comprising the Bid
 13. Bid Prices
 14. Bid Currencies
 15. Bid Validity
 16. Bid Security
 17. Pre-Bid Meeting
 18. Format and Signing of Bid
 19. Zero Deviation
 20. Mode of Payment
 21. Agent/ Consultant/ Representative/ Retainer/ Associate
- D. Submission of Bids
 22. Deadline for Submission of Bids
 23. Late Bids
 24. Modification and Withdrawal of Bids
- E. Bid Opening and Evaluation
 25. Bid Opening
 26. Process to be Confidential
 27. Contacting the Employer
 28. Examination of bids and Determination of Responsiveness
 29. Opening of Price Bids
 30. Correction of Errors
 31. Conversion to Single Currency for Comparison of Bids
 32. Evaluation and Comparison of Bids
 33. Preference for Domestic bidders
 34. Purchase Preference
 35. Compensation of Extended Stay – **Not Applicable**

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- F. Award of Contract
36. Award
 37. Employer's Right to accept any bid and to reject any or all Bids
 38. Notification of Award
 39. Signing of Agreement
 40. Contract Performance Security
 41. Corrupt or Fraudulent Practices

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INSTRUCTIONS TO BIDDERS

INSTRUCTION FOR ONLINE BID SUBMISSION


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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of

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search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.


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

PREPARATION OF BIDS:

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

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

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


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SUBMISSION OF BIDS:

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

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

If the template of Schedule of Quantities & Prices file is found to be 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.


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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

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A. GENERAL

1. Scope of Bid

1.1 The Purchaser as defined in the General Conditions of Contract, hereinafter "the Purchaser" wishes to receive bids 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 blacklisted/ debarred/ terminated/ banned by any Govt. Department/ MNGL/MoP&NG/Oil Public Sector Enterprise(s).

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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
- IFB, ITB, GCC, ATC
 - 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 indicated in the tender. The Owner / Consultant will respond in

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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.mnpl.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.mnpl.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.

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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.

12. Bid Prices:

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- 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

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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 brand names or catalogue numbers, designated by the

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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.

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.

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- 17.7 The bid security may be forfeited:
- If a bidder withdraws his bid during the period of bid validity.
 - in the case of a successful bidder, if the bidder fails:
 - to accept the Purchase Order in accordance with ITB Clause-41 or
 - to furnish Performance Guarantee in accordance with ITB Clause-42
 - to accept correction of errors pursuant to ITB Clause 32.0
 - 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: -
- Do not meet BEC Criteria
 - Bid Security
 - Performance Security (Contract Performance Bank Guarantee), 10% of Contract Annualized value

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- 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 blacklisted/ debarred/ terminated/ banned by any Govt. Department/ MNGL/MoP&NG/Oil Public Sector Enterprise(s)
- 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.

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

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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.
- 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.

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- 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 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.

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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]*:

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:

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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:

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.

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- 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.
- 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:

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- 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 Contract Annualized value 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.
 - 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:

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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.

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

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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 diseased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the diseased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

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:-

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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).


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:


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- 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
- 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,

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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.

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**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 Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL. Bid No.: MNGL/CP/2024-25/136
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2.0 ANNEXURE TO INSTRUCTIONS TO BIDDERS (ITB)

CONTENTS

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

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

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EVALUATION / COMPARISON OF BIDS

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

2.0 **EARNEST MONEY DEPOSIT**

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

Note:

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

3.0 **DEVIATION TO STIPULATIONS**

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

4.0 **CONFORMANCE TO SCOPE OF WORK**


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

5.0 **EVALUATION OF PRICE BIDS**


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

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

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


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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/136</p>
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CONTENT

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


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

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

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

(SIGNATURE OF BIDDER WITH SEAL)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL. Bid No.: MNGL/CP/2024-25/136
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**F-2
BID FORM**

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

Dear Sir,

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

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

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

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


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

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

SEAL AND SIGNATURE
DATE:

Duly authorized to sign bid for and on behalf of

(SIGNATURE OF WITNESS)
WITNESS NAME:
ADDRESS:

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**F-3
LIST OF ENCLOSURES**


To,
Maharashtra Natural Gas Limited
Pride Purple Coronet, 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 Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL. Bid No.: MNGL/CP/2024-25/136
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**F-3A
FINANCIAL DETAIL**

EACH BIDDER MUST FILL IN THIS FORM

a) Annual Turnover data for the last 3 years.

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

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


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

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

1. Net Worth = Reserves + Capitals – Accumulated Loss

(SEAL AND SIGNATURE OF BIDDER)

(*) To be filled by Employer

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

(To be stamped in accordance with the Stamp Act)

Ref: Bank Guarantee No.
Date

To
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 _____ 2024__ at _____.

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WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

Attorney as per


Power of Attorney No. _____

Date: _____

INSTRUCTIONS FOR FURNISHING BID-GUARANTEE / BANK GUARANTEE

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

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL. Bid No.: MNGL/CP/2024-25/136
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**F-5
LETTER OF AUTHORITY
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES**

No.:

Date:

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

Dear Sir,

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

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

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

Yours faithfully,


Signature

Name & Designation

For and on behalf of

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

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL. Bid No.: MNGL/CP/2024-25/136
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**F-6
NO DEVIATION CONFIRMATION**

(Tender/ Bid Document No. _____)

EXCEPTION AND DEVIATION STATEMENT

NAME OF WORK:

BID DOCUMENT NO.:


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

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

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____
& SEAL

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL. Bid No.: MNGL/CP/2024-25/136
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**F-7
CERTIFICATE**


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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

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

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

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


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

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

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

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

(SEAL AND SIGNATURE OF BIDDER)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL. Bid No.: MNGL/CP/2024-25/136
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**F-9
PRESENT COMMITMENTS OF THE BIDDER**

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

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

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

(SEAL AND SIGNATURE OF BIDDER)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/136</p>
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F-10

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

TO:

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

Dear Sir,

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


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

_____ (Rupees

_____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Maharashtra Natural Gas Limited, in case of default.

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

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

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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 Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL. Bid No.: MNGL/CP/2024-25/136
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F-16

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

NO CLAIM CERTIFICATE

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

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


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

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

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

**Signature with Seal of
Contractor**

Dated:

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL. Bid No.: MNGL/CP/2024-25/136
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FORMAT FOR TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

Dear Sir / Madam,

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

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

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


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

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/ 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 Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL. Bid No.: MNGL/CP/2024-25/136
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COMMERCIAL QUESTIONNAIRE
{Annexure – III to Instruction to Bidder (ITB)}


 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune, Nashik, Sindhudurg & Ramanagara GAs of MNGL. Bid No.: MNGL/CP/2024-25/136
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COMMERCIAL QUESTIONNAIRE

Note:


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

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


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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)

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

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CHECK LIST FOR SUBMISSION OF BID

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

(A) EMD/ BG DETAILS ETC.

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

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

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

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

OR

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

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

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


(B) CONFIRMATION OF VARIOUS FORMATS

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

Submitted ☐

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

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

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

Submitted for the years:

- 1) _____
2) _____
3) _____

(B.5) PF Registration Certificate
Submitted

PF Registration No. _____

(B.6) Goods & Service Tax Registration Certificate
Submitted

GST Registration No. _____

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

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

(B.9) Deployment List of Supervisory personnel:
Submitted

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

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


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

(D) **REGARDING TECHNICAL DETAILS**

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


Not Applicable

(STAMP & SIGNATURE OF BIDDER)

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PART-C

GENERAL CONDITIONS OF CONTRACT (GCC-WORKS)

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General Conditions of Contract

Section- I. Definitions


1. DEFINITIONS OF TERMS:

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


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

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

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4. The rates agreed herein shall remain firm till the expiry of the contract and extended period. The contractor shall not be entitled to any increase or revision (except Statutory) or any other right or claim whatsoever by way of representation, explanation or statement or elect to have been given away by any employee representation or any undertaking or promise given or elect to have been given by any employee of the company or due to contractor's own ignorance or on account of any difficulties or hardship faced by him. His rates are all inclusive. However, GST as imposed by State / Central Govt. if applicable, shall be payable by MNGL at actual subject to submission of GST regn. No.
5. All persons deployed by the contractor shall be on his pay roll and should pay wages, PF contribution and Bonus as prescribed by Govt. and the company have no liability whatsoever in this regard. The persons deployed by the contractor shall remain under his control, supervision & discipline. The CONTRACTOR shall have the power to transfer, re-deploy and terminate their services. The CONTRACTOR shall regularly make full payment of wages and salaries not less than the minimum wages, as applicable to the persons engaged by him as required by him under the law.
6. No part of the contract nor any share of interest therein shall in any manner or degree be transferred / assigned or sublet by the contractor directly or indirectly to any persons, firm or corporation whatsoever.
7. The Contractor shall be responsible for providing proper services and exercise control over persons deployed by him. He shall also be bound to prohibit and prevent his employee from taking any direct and indirect interest and/or support, assist, maintain, or help from any person or persons engaged in any anti-social activities demonstrations riots or agitation, which may in any way be detrimental or prejudicial to the inter- land / properties in the neighborhood. In the event of any such actions by his persons or persons, contractor shall be fully and exclusively responsible therefore and shall keep the company harmless and indemnified from any consequential claims, actions, suits, proceedings, losses, or damages on any ground whatsoever.
8. All persons of the contractor entering on work premises shall be properly and neatly dressed and wear badges/ Identity cards while working on premises of the company including work site. The contractor shall provide safety shoes, uniform as desired by MNGL.
9. In case of the company considers presence of any of the persons of the contractor undesirable for whatever reasons including integrity, conduct, competence, 24 hours' notice in writing will be given by company to the contractor on receipt of the said notice, such a person will not be reemployed without express and written authorization of MNGL.
10. Any failure on part of the COMPANY at any time to enforce the strict observance of the performance of any of the terms and conditions of this CONTRACT or non-exercise of any right mentioned in the contract shall not

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constitute a waiver of such terms, conditions or rights and shall not affect or deprive the COMPANY to exercise the same at any later date.

11. CONTRACTOR shall from time to time during the progress of the service issue such further instructions as shall be necessary for the purpose of proper and adequate execution of the services.
12. The contractor shall remove or replace any workman whom the company considers incompetent or unsuitable.
13. MNGL reserves the right to alter the scope of work in quantum as per the urgency of work. The contractor shall accordingly provide services as may be required by contract coordinator on giving a notice of two days
14. CONTRACTOR shall exclusively be liable for non-compliance of the provisions of any acts, laws rules and regulations having execution, bearing over engagement of workers directly or indirectly for execution of work and the CONTRACTOR hereby undertakes to indemnify Maharashtra Natural Gas Limited against all actions, suits, proceedings, claims, losses, damages etc. which may be arise under Minimum Wages Act, Industrial Dispute Act, Family pension and Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged by the CONTRACTOR under this CONTRACT.
15. Company shall not be liable for or in respect of any damages or compensation for any injuries or for any occupational diseases to any persons engaged by the CONTRACTOR and the CONTRACTOR shall keep the company indemnified thereof.
16. The contractor shall be liable for making good all damages / losses arising out of theft, breakage, pilferage of any office furniture, equipments, fittings and fixtures whatsoever it may be caused directly or indirectly.
17. The CONTRACTOR/his employees/agents/representatives shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this CONTRACT or descriptions of the site dimensions, quantity, quality or other information, concerning the work unless prior written permission has been obtained from the OWNER.
18. **RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:**
The right to accept the tender will rest with the OWNER. The OWNER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. The whole work may be split up between more than one CONTRACTORS or accept in part (not entirely) if considered expedient. Quoted rates should hold good for such eventualities.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not

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fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

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

19. TENDERER'S RESPONSIBILITY:

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

20. SIGNING OF THE CONTRACT:

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

21. NOTE TO SCHEDULE OF RATES:

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

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

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


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

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

22. POLICY FOR TENDERS UNDER CONSIDERATION:

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

MNGL if necessary, will obtain clarifications on the Tender by requesting for such information/clarifications from any or all Tenderers either in writing or through personal contact, as may be necessary, and the Tenderers are advised

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to refrain from contacting by any means MNGL and/or their employee(s)/representative(s) on their own, on matters related to Tenders under consideration. Tenderers will not be permitted to change the substance of the Tenders after opening of Tenders.

23. CONTRACTOR TO INDEMNIFY THE MNGL:

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

24. Following documents form the part of this contract.

- a. Instructions to bidders,
- b. Bid qualification criteria,
- c. General conditions of contract.
- d. Special conditions of contract and
- e. Schedule of work / rates.


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

25. FORCE MAJURE:


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

26. LABOUR LAWS:

- a) No labour below the age of 18 (eighteen) years shall be employed on the WORK.
- b) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.
- c) The CONTRACTOR shall at his expense comply with all labour laws and keep the PRINCIPAL EMPLOYER indemnified in respect thereof.

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- d) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
- e) If the CONTRACTOR is covered under the Contract labor (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.
- f) The CONTRACTOR shall employ labour in sufficient numbers either to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the Officer-in-charge.
- g) The CONTRACTOR shall furnish to the Officer-in-charge the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the Officer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- h) The CONTRACTOR shall comply with the provisions of the payment of wages Act 1986, Minimum Wages Act 1948, Employers liability Act 1935, workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- i) The Officer-in-charge shall on a report having been made by an Inspecting officer as defined in Contract Labor (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a Worker or Workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- j) The CONTRACTOR shall indemnify the OWNER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUBCONTRACTOR. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/Register/Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the OWNER a sum not exceeding Rs.50.00 as Liquidated

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Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Officer-in-charge and in the event of the CONTRACTOR'S default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORKS put to tender. The Officer-in-charge shall deduct such amount from bills or Security Deposit of the CONTRACTOR and credit the same to the Welfare Fund constituted under these acts. The decision of the Officer-in-charge in this respect shall be final and binding.

27. ARBITRATION:


Except where otherwise provided in the tender documents, all questions and disputes or difference relating to or arising under the terms and conditions or as to any other question, claim, right matter or thing, whatsoever in any way arising out of or relating to the terms and conditions of the contract or the execution of failure to execute the same whether arising during the progress of the work after the completion or abandonment thereof shall be referred to the arbitration of sole arbitrator to be appointed by Managing Director, MNG. There should be no objection from the contractor to any such appointment on the grounds that the Arbitration is an employee of the MNG and that he had to deal with the matter to which the contract relates and that in the course of his duties as an employee of the MNG he had expressed vices on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred, being unable to act for any reason, Managing Director shall appoint another person to act as some arbitration in accordance with the terms and conditions of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to Arbitrator at all.

28. EARNEST MONEY DEPOSIT / BID SECURITY

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

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

The Earnest Money deposited by successful tenderer will be retained towards the security deposit for the fulfillment of the CONTRACT, but shall be forfeited if the tenderer fails to deposit the requisite Security deposit as per clause 29 of General Terms of contract hereof and /or fails to start work within

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a period of 15 days or fails to execute the AGREEMENT (As per Appendix-proforma of Agreement) within 10 days of the receipt by him of the Notification of Acceptance of Tender.

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

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


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

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

- 30. RIGHT OF THE OWNER TO FORFEIT SECURITY DEPOSIT:**
Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the OWNER shall be entitled to recover such sum by appropriating in part or whole the security Deposit of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the OWNER on demand any balance remaining due.

- 31.** The contractor shall execute an agreement with MNGL within 15 days from the award of contract. However, agreement shall be executed only after submission of valid Security Deposit against the contract.

- 32. Payment Terms:**
As per terms mentioned at Scope of Work and SCC.
Monthly bill shall be certified by Officer-in-charge. The bills shall be submitted along with all requisite documents.

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33. Insurance:

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

i) EMPLOYEES STATE INSURANCE ACT (ESI):


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

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

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

ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Insurance shall be affected for all the CONTRACTOR'S employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require providing workman's Compensation and employer's liability insurance for the later's

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employees if such employees are not covered under the CONTRACTOR'S Insurance.

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

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


iv) ACCIDENT OR INJURY TO WORKMEN:

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

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


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

CONTRACTOR shall exclusively be liable for group insurance as per the provision of workman compensation act for the persons engaged/employed by


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him. Company shall not be liable for or in respect of any damages or compensation to any persons engaged by the CONTRACTOR and the CONTRACTOR shall keep the company indemnified thereof.

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


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42. The contractor shall regularly submit all relevant records / documents in this regard to MNGL representative for verification and upon such satisfaction only, MNGL will allow payment to the Contractor.
43. The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues and employment of personnel deployed by him.
44. The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
45. The tenderer shall not engage any person(s) less than eighteen years of age and shall not pay less than what is prescribed under law.
46. **MNGL RESERVES THE RIGHT TO:**
- Reduce the rates at which payment shall be made if the quantity and quality of services although acceptable is not up to required standard.
 - Issue the CONTRACTOR from time to time during the progress of the service such further instructions as shall be necessary for the purpose of proper and adequate execution of the service and the CONTRACTOR shall carry out and be bound by the same.
 - In order the contractor to remove or replace any person engaged in providing the services to the COMPANY whom the company considers incompetent or unsuitable. Opinion of the representative in the competence of any person engaged by the contractor shall be final and binding on the contractor.
47. **AWARD OF CONTRACT:**
The Acceptance of Tender will be intimated to the successful Tenderer by MNGL either by Telegram/Fax or by Letter or like means defined as LETTER OF INTENT OR SERVICE ORDER.
- MNGL will be the sole judge in the matter of award of CONTRACT and the decision of MNGL shall be final and binding.
48. The contractor shall be required to obtain requisite labour license / permission from the appropriate authorities as provided under the various labour regulations, before undertaking any contract work. The contractor shall exclusively be liable for compliance of the provisions of any Act, laws, rules and regulations having execution, taking over engagement of his personnel directly or indirectly for execution of work and the contractor hereby undertakes to indemnify the company against all actions, suits, proceedings, claims, losses, damages etc. which may arise due to his noncompliance of the provisions under various laws mentioned in this document or not herein specifically mentioned but having direct or indirect application for the persons engaged under the contract.


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Company shall not be liable in respect of any damages or compensation for any injury or for any occupational diseases, to the employment to any person engaged by the contractor and the contractor shall keep the company indemnified thereof.

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

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


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68. DOCUMENTS:

70.1 GENERAL

The tenders as submitted will consist of the following:

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

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ANNEXURE - A

Contract Agreement Form

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

WHEREAS

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


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

AND WHEREAS

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

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

1. In consideration of the payment to be made to the Service Provider for the Job to be executed by him the Service Provider hereby covenants with MNGL that the Service Provider shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations

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mentioned in the Agreement.

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

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

Signed and Delivered for
and on behalf of MNGL

M/s. Maharashtra Natural Gas Limited

Date: _____

Place: _____

Signed and Delivered for
and on behalf of

M/s. _____

Date: _____

Place: _____


IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____


2. _____

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SECTION-I


SCOPE OF WORK

MNGL is a joint venture Company of two navratna PSUs viz. Bharat Petroleum Corporation Limited (BPCL) and GAIL (India) Limited, (GAIL) with the mission to supply clean and green (eco-friendly) fuel. MNGL has got the PNGRB authorization for city gas distribution in Pune & Pimpri-Chinchwad city including adjoining areas of Hinjewadi, Chakan & Talegaon along with Nashik, Sindhudurg & Ramanagara (Karnataka).


The present document covers the scope of work for supplying manpower to carry out emergency control room activities. The deployed manpower will take care of log in of complaint received on emergency no., forward them to respective PNG & CNG O&M teams, maintain the complaint's record, informs emergency cases, pipeline damage, fire incidents to concern O & M team & close the complaints in the system.

The bidder will provide the following number of manpower to the assigned locations as mentioned in the table below, at defined MNGL Control room location for carrying out emergency control room operations required for MNGL GA locations.

Sr. No.	GA Name	Category	Type	Qualification & Experience	Manpower req.
1	Pune	Jr. Engineer	Skilled	For Jr. Engineer (Incharge) — B.E. / B. Tech – 2 years Diploma- 3 year For Sr. Assistant (Operator)- B.E. / B. Tech- 1 year Diploma - 2 years	4
2		Sr. Assistant	Skilled		7
3	Nashik	Jr. Engineer	Skilled		1
4		Sr. Assistant	Skilled		5
5	Sindhudurg	Sr. Assistant	Skilled		2
6	Ramanagara	Sr. Assistant	Skilled		2

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1. **Freshers are not to be allowed.**
2. The engineers will be on duty 8 hours/day. (8:30 hours including Lunch break of Half Hr.)
3. Considering the 24 X 7 critical operation the duty change-over will be on the spot reliving basis. 30 min time will be used for duty hand-over/take-over activities.
4. The employee may be transferred from one GA to another as per the business requirement.
5. The requirements indicated above are only directional and shall be reviewed monthly by the Company and communicated to the Contractor for increase /decrease of the same. Actual deployment of the manpower will be as per Suit at Site Condition.
6. The Contractor shall scrupulously observe and comply with all laws, rules, regulations, and requisitions of the Central/State Government and of all authorities appointed by them or either of them including in particular, the Chief Controller of Expositive, Govt. of India and/or Municipal And/or any other local authority with regard to the storage and sales of petroleum products.
7. The Contractor shall have the right only to enter the premises for the purpose of performing the jobs stated in clause 1 at the said premises and shall have no right, title or interest in the said premises or outfit and it is agreed by the Contractor and declared that the Contractor shall not be deemed to be in exclusive possession of the said premises.
8. The Contractor shall not assign or transfer the jobs to any one nor shall appoint a sub-Contractor for the said purpose. The Contractor or his representative should always be available at the premises to supervise the jobs being undertaken by the Contractor for the Company.
9. 100% Payment shall be made to the Contractor on 15th day of each calendar month for the jobs performed in the preceding month, only if the bills are submitted by the 5 day of the month and subject to deduction of all applicable taxes including TDS.
10. The Contractor shall comply with the provisions of all the applicable labour laws, particularly following Acts and any amendments/medications thereto or any other law relating thereto and rules and there under from time to time and comply with all provisions applicable therein and/or make all the payments specified therein.
1. Payment of Wages Act 1936.

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


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

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


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

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

- I. Making good the loss suffered by his employees due to non-fulfilment of Contract Labour (R&A) Act, 1970.
- II. Non-payment of wages/minimum wages under the applicable statutes.

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- III. Deductions from the wages of his employees which cannot be justified under the Contract Labour (R&A) Act 1970. Non observance of any of the provisions of the Contract Labour (R&A) Act, 1970.
14. Such deductions mentioned in Clause 17 above will only be made based on a report from the local Labour Commissioner/Inspecting Officer in accordance with Contract Labour (R&A) Act, 1970.
15. The persons so appointed shall not be construed under any circumstances to be working under the Company.
16. All payments shall be made by the Contractor to his employees in accordance with the various Rules and Regulations stated above. The Contractor shall keep the Company indemnified from any claims whatsoever inclusive damages/costs or otherwise arising from injuries or alleged injuries or to death of persons employed by the Contractor.
17. The Contractor shall at his own expense arrange for the safety provisions as required by the Company in respect of all his labour directly or indirectly employed for performance of his obligations under this Agreement and shall provide all facilities in connection therewith. In case Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Company shall be entitled to do so and recovery from Contractor.
18. The insurance for the following will be covered and paid by for Contractor and he shall indemnify the Company and hold the Company harmless in respect of all and any expense arising from any injury and or damage in respect of.
- I. Workmen's compensation and risk of accidents of Contractor's own employees.
 - II. Risk of accident to third parties through acts of Contractor's own employees, representatives, subcontractors and agents and the risk of damage to the property of third parties arising out of the acts of Contractor's employees, representatives, subcontractors and agents, and
 - III. Risk of damage to the property of the Company through the acts of Contractor's employees, representatives, sub-contractors and agents.
19. The Company shall always have the right to carry out inspection by their officials for determining the quality of jobs being carried out for efficient operation of the Control Room without any notice and the Contract Employee on duty shall render all assistance for the same.


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20. The Contractor will be fully responsible for complying with all relevant provisions of the Contract Labour (R&A) Act, 1970, including registering himself/themselves under this Act and shall pay rates of wages and observe hours of work and conditions of employment according to rules in force from time to time.
21. The Contractor shall observe and implement all the laws of the land and the rules framed there under for the staff employed by him and the Company shall in no event be liable or responsible for any default or non-observance of such laws/rules on the part of the Contractor.
22. The Contractor shall indemnify and keep indemnified the Company against any damage and/or injury caused to the premises, or to the properties or to the members of the staff of the Company through the neglect or default or otherwise of the Contractor.

The engineers can avail leave after prior approval from the AIC.


2. Special Terms of the Contract:

- 2.1 The services shall be provided in terms of shift patterns on round the clock basis as mentioned in the tender document
- 2.2 The contractor is required to carry out all services as mentioned in the scope of service and schedule of rates.
- 2.3 The contractor shall allow weekly rest to his workmen and daily working hours will be fixed as per relevant Act / Law / and rules made there under. However, no work shall be left incomplete / unattended on any holiday / weekly rest. The contractor or his authorized representative shall interact with Engineer in Charge, CNG Station daily for smooth operation and maintenance of all the stations.
- 2.4 Contractor has to ensure the safety of man and machine all the times.
- 2.5 The contractor will be liable for any loss or injury to MNGL employees / agents due to careless, negligent, inexperienced act or default of the contractor, his /her agent's representative or employees.
- 2.6 Regarding work completion, the decision of the Engineer in Charge shall be final.
- 2.7 The contractor shall make his own arrangement to provide all facilities like accommodation and transport etc. to his workmen. MNGL does not make any

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commitment to provide his employees with facilities such as canteen, tea, toilet, telephone etc.

- 2.8 All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform, badges while working on premises of the company including work sites.
- 2.9 Contractor shall maintain proper record of his working employee's attendance and payment made to them.
- 2.10 The contractor's representative/ supervisor shall report daily to the shift-in-charge in the CNG station for day-to-day working.
- 2.11 The contractor will strictly adhere to all the safety rules and regulations prevailing and applicable from time to time at the installations as directed by MNGL.
- 2.12 It will be the responsibility of the contractor to pay as per the minimum wages of the appropriate government rules applicable under the minimum wages act 1948.
- 2.13 Weekly Off to be provided to the employee as per Local Labor Laws and Reliever is in the scope of contractor. Reliever Payment shall be done on man month basis considering 1 Man month =24/26/27 Man days. (For 28 Days Man Month=24 Mandays ; 30 Days Man Month=26 Mandays ; 31 Days Man Month=27 Mandays.
- 2.14 Any statutory variations in Minimum wages as per Minimum Wages Act 1948 shall be paid on submission of documentary evidence.
- 2.15 Overtime to be paid by contractor as per Local Labor Laws applicable to work location/sites and NO separate payment will be made against overtime by MNGL.
- 2.16 The contractor shall indemnify the company from any claim of the contract labour.
- 2.17 If the contractors fail to furnish any proof in respect of separate PF Code / No. of the concerned RPF commissioner/ authority, their bids shall be liable for rejection.
- 2.18 Manpower shall be deployed within 15(fifteen) days from the date of intimation by EIC.
- 2.19 If at any time during the currency of this agreement the Contractors fails to provide manpower and or fail to perform its duties as provided herein and / or


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fails to perform the various other obligations specified in this contract, the Company shall at its sole discretion and without prejudice to any other rights and remedies engage the services of other Agencies to perform the obligations of the Contractor and in such an event the Contractor undertakes to reimburse the Company all the additional expenses incurred by the Company in this connection.


- 2.20 Nothing herein contained shall prevent the Company from engaging any other Contractor(s) to carry out the work similar to the work entrusted to the contractor(s).
- 2.21 It is agreed between the parties that if the quality of jobs carried out by the Contractor are not of standard as required by Company and breach of any of the terms and conditions herein mentioned, the Company is at liberty to terminate this Agreement at the option of the Company by giving one month notice in the writing to the Contractor without assigning any reasons thereof.
- 2.22 The contract shall be for the period of 2 (two) years from the date of Service Order further extendable for another 1 (one) year on the same terms and conditions.
- 2.23 On the termination of this Agreement, the Contractor will immediately remove himself and his directly or indirectly employed or deployed manpower from the said premises with all the goods, if any, property and effects belonging to him. The Contractor shall not cause any hindrance or objection in such circumstances.
- * As per Payment of Bonus Act calculation is made and it should be paid once in a year, most probably during Diwali festival.
The current minimum wages applicable as per minimum wages Act, 1948 is as above.
- ** Any statutory variations in Minimum wages as per Minimum Wages Act 1948 shall be paid on submission of documentary evidence.
- *** Four National Holidays payment will be paid to the contractor as per the Labour Laws.

General Instructions:


1. The contractor shall provide GA wise coordinator, who will coordinate with EIC/AIC for deployment of manpower, work execution as per the SOW, Attendance certification, Billing etc.

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2. The Contractor shall provide two smart mobile phones along with earphones/headset of Android OS (ver. 14 min or latest) compatible to Run the MNGL designed Apps for each GA (Total 7 nos.). 3 for Pune GA, 2 for Nashik GA and 1 each for Sindhudurg and Ramanagara GA. Respective AIC will certify the Mobile handsets, time to time.
3. The services shall be provided in terms of shift patterns on round the clock basis as mentioned in the tender document.
4. There will be six working days in a week for the engineers. The contractor must provide reliver in case one of the engineers is on leave or weekly off.
5. Contractor must install the biometric machine for the daily attendance in the office premises and must share the same with EIC. Accordingly, Contractor must maintain proper record of his working employee's attendance and payment made to them and same shall be submit in monthly bill and payment will be released accordingly.
6. The Contractor shall ensure payment of wages to all manpower employed by him in connection with the work before the expiry of the 7th day after the last day of wage period in respect of which the wages are paid and shall ensure wages standards, period and provisions. The contractor also must provide Monthly Salary Slip with all the allowances & deductions.
7. The contractor has to provide all required PPE's to the engineers.
8. Contractor shall provide ID Card & uniform (Shirt/Trouser or both) to deployed manpower has to ensure all deployed personnel entering in work premises shall be properly and neatly dressed and shall wear uniform, badges while working on premises of the company including work sites.
9. The contractor is required to carry out all services as mentioned in the scope of service and schedule of rates.
10. The contractor shall allow weekly rest to his workmen and daily working hours will be fixed as per relevant Act / Law / and rules made there under. However, no work shall be left in complete / unattended on any holiday / weekly rest.
11. Contractor has to ensure the safety of man and machine all the times.
12. The contractor will be liable for any loss or injury to MNGL employees / agents due to careless, negligent, inexperienced act or default of the contractor, his / her agent's representative or employees. Regarding work completion, the decision of the Engineer in Charge shall be final.

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13. The contractor shall make his own arrangement to provide all facilities like accommodation and transport etc. to his workmen.
14. The shift incharge shall report daily to the contractor's coordinator for day-to-day working.
15. The contractor will strictly adhere to all the safety rules and regulations prevailing and applicable from time to time at the installations as directed by MNGL.
16. It will be the responsibility of the contractor to pay as per the minimum wages of the appropriate government rules applicable under the minimum wages act 1948.
17. Contractor ensures the reliever of the person on leave and weekly off etc.
Payment shall be done on man month basis considering:
 - 1 Man month = 24 Man days present of the month of 28 days.
 - 1 Man month = 25 Man days present of the month of 29 days.
 - 1 Man month = 26 Man days present of the month of 30 days.
 - 1 Man month = 27 Man days present of the month of 31 days.
18. The Jr. Engineer and Sr. Assistant will be working in shifts (24 X 7 basis) with a weekly off as per the shift rotation. But they must attend critical issues on request from Engineer In-Charge / emergency even after duty hours, if there is any.
19. Any statutory variations in Minimum wages as per Minimum Wages Act 1948 of the labour laws shall be paid to contractor. MNGL HR Dept. will share Govt notification for revision in minimum wages and same will be circulated with contractor and accordingly MNGL will modify unit rates in SO after approval.
20. Contractor must pay the wages as per the notification of government with immediate effect. The contractor can claim the differential amount (if any) on submission of documentary to MNGL.
21. Overtime to be paid by contractor as per Local Labour Laws applicable to work location/sites and NO separate payment will be made against overtime by MNGL.
22. The contractor shall indemnify the company from any claim of the contract labour.
23. If the contractors fail to furnish any proof in respect of separate PF Code / No. of the concerned RPF commissioner/ authority, their bids shall be liable for rejection.
24. Manpower shall be deployed within 15(fifteen) days from the date of intimation by EIC.
25. If at any time during the currency of this agreement the Contractors fails to

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- provide manpower and or fail to perform its duties as provided herein and / or fails to perform the various other obligations specified in this contract, the Company shall at its sole discretion and without prejudice to any other rights and remedies engage the services of other Agencies to perform the obligations of the Contractor and in such an event the Contractor undertakes to reimburse the Company all the additional expenses incurred by the Company in this connection.
26. Nothing herein contained shall prevent the Company from engaging any other Contractor (s) to carry out the work like the work entrusted to the contractor(s).
 27. Contractor ensures the immediate application of all manpower for Police verification and submit the copy to MNGL. Police verification must be done within 90 days and submit to MNGL.
 28. It is agreed between the parties that if the quality of jobs carried out by the Contractor are not of standard as required by Company and breach of any of the terms and conditions herein mentioned, the Company is at liberty to terminate this Agreement at the option of the Company by giving one months' notice in the writing to the Contractor without assigning any reasons thereof.
 29. The contract shall be for the period of 2 (two) years from the date of Service Order further extendable for another 6 (Six) Months on the same terms and conditions.
 30. On the termination of this Agreement, the Contractor will immediately remove himself and his directly or indirectly employed or deployed manpower from the said premises with all the goods, if any, property and effects belonging to him. The Contractor shall not cause any hindrance or objection in such circumstances.

Roles & responsibilities of Jr. engineer includes but not limited to

- Checking & tracking the open complaints from Log Register.
- Speak with the customer in case the query is not resolved by Console Operator.
- Follow up of Complaints with Technicians for quick resolution. Escalating the pending case with AIC/ZIC/EIC /Safety as per the Response Matrices
- Monitor the activities of Emergency Response team and avoid any hindrance in response time.
- Identification of Incident/Pipeline damage location with the help of GIS System for identification of Valves location and sharing the same with the field team if required.

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- Tracing of affected assets/customers with the help of GIS & field team and sharing the same with CRM team
- Tracking of Incident / Damage restoration activities by following with the field team and update the same
- Attend the Emergency Line Damage scenario at site till the MNGL AIC takes control.
- Communication of Incident summary with the stake holder over email.
- Verify the complaint closer with call back to sample customers and ensure the successful resolution is provided.
- Compilation and Reporting of Daily Excavation Report with all the stake holders on daily basis
- Provide Status Update of Incident summary with the stake holder over email.
- Submission of Shift Schedule of Controls Room Manpower in every 15 days.
- Data Analysis and Reporting
 - PNG Complaint summary report on daily basis.
 - Line damage & Incident Reporting (Daily and Monthly)
 - CNG Complaint Summary reporting (Daily and Monthly)
 - Affected Asset/SR/Societies/customer during outage.
 - Asset Summary Reporting from the GIS."
- Visit to critical site/incident site
- **Roles & responsibilities of Jr. engineer includes but not limited to**
 - Attending emergency calls & Log the details in the system
 - Communicate with DPNG customers to assist him/her to isolate the gas supply
 - Forward the complaint to the concern Emergency Response Team for immediate actions
 - Escalation emergency complaints with MNGL AIC / ZIC / EIC / Safety officials as per the matrices provided.
 - Saving of QSR and other in PC as a document centre.
 - Closure of all O&M complaints in SAP as per the remark from respected teams
 - Follow up of PNG / CNG open complaints and generate the pending report in the Night Shift
 - Check the Customer After Sales Service Request logged at CRM Desk. Forward them to concern contractors for execution with intimation to AICs


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- Providing society list to ERT during line damage and gas stop incidents

APPLICABLE MINIMUM WAGES: For Pune GA

Wage Calculation & Budgetary Estimation for Pune GA			
Maharashtra Factory Act category (Basic+DA)			
		PUNE GA	
	Positions	Sr. Assistant	Jr. Engineer
Sr. No.	Particular		
1	Basic	12,605.00	12,605.00
2	VDA	2,750.00	2,750.00
5	Sub Total (A)	15,355.00	15,355.00
6	HRA 40% on (1+2)	6,142.00	6,142.00
7	Bonus 8.33% on (1+2)	1,279.07	1,279.07
8	15 Days Paid Leaves on (1+2)	738.22	738.22
9	Gross (B)	23,514.29	23,514.29
10	Employer Contribution ESI 3.25% on (10)	0.00	0.00
11	Employer Contribution PF 13% on (1+2) OR on 15000	1,950.00	1,950.00
12	Maharashtra Labor Welfare Fund (MLWF)	12.50	12.50
13	Total (C)	25,476.79	25,476.79
14	Deductions		
15	ESIC @0.75% on (10)	0.00	0.00
16	EPF @ 12% on (1+2) OR on 15000	1,800.00	1,800.00
17	PT	200.00	200.00
18	Total Deductions	2,000.00	2,000.00
	Allowances		
20	Personal Allowance	1,000.00	2,000.00
21	Conveyance Allowance	1,000.00	1,000.00
23	Fixed Petrol Allowance	0.00	3,000.00
	Total	2,000.00	6,000.00
	Grand Total (D)	27,477	31,477


If ESIC not applicable, then Employee Compensation Policy for the said workers need to be taken by the vendor.

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APPLICABLE MINIMUM WAGES: For Nashik GA

Wage Calculation & Budgetary Estimation for Nashik GA			
Maharashtra Factory Act category (Basic+DA)			
		Nasik GA	
	Positions	Sr. Assistant	Jr. Engineer
Sr. No.	Particular		
1	Basic	11,770.00	11,770.00
2	VDA	2,750.00	2,750.00
5	Sub Total (A)	14,520.00	14,520.00
6	HRA 40% on (1+2)	5,808.00	5,808.00
7	Bonus 8.33% on (1+2)	1,209.52	1,209.52
8	15 Days Paid Leaves on (1+2)	698.08	698.08
9	Gross (B)	22,235.59	22,235.59
10	Employer Contribution ESI 3.25% on (10)	0.00	0.00
11	Employer Contribution PF 13% on (1+2) OR on 15000	1,887.60	1,887.60
12	Maharashtra Labor Welfare Fund (MLWF)	12.50	12.50
13	Total (C)	24,135.69	24,135.69
14	Deductions		
15	ESIC @0.75% on (10)	0.00	0.00
16	EPF @ 12% on (1+2) OR on 15000	1,800.00	1,800.00
17	PT	200.00	200.00
18	Total Deductions	2,000.00	2,000.00
	Allowances		
20	Personal Allowance	1,000.00	2,000.00
21	Conveyance Allowance	1,000.00	1,000.00
23	Fixed Petrol Allowance	0.00	3,000.00
	Total	2,000.00	6,000.00
	Grand Total (D)	26,136	30,136


If ESIC not applicable, then Employee Compensation Policy for the said workers need to be taken by the vendor.

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APPLICABLE MINIMUM WAGES: For Sindhudurg GA

Wage Calculation & Budgetary Estimation for Sindhudurg GA		
Maharashtra Factory Act category (Basic+DA)		
	Positions	Sr. Assistant
Sr. No.	Particular	
1	Basic	11,255.00
2	VDA	2,750.00
5	Sub Total (A)	14,005.00
6	HRA 40% on (1+2)	5,602.00
7	Bonus 8.33% on (1+2)	1,166.62
8	15 Days Paid Leaves on (1+2)	673.32
9	Gross (B)	21,446.93
10	Employer Contribution ESI 3.25% on (10)	0.00
11	Employer Contribution PF 13% on (1+2) OR on 15000	1,820.65
12	Maharashtra Labor Welfare Fund (MLWF)	12.50
13	Total (C)	23,280.08
14	Deductions	
15	ESIC @0.75% on (10)	0.00
16	EPF @ 12% on (1+2) OR on 15000	1,800.00
17	PT	200.00
18	Total Deductions	2,000.00
	Allowances	
20	Personal Allowance	1,000.00
21	Conveyance Allowance	1,000.00
	Total	2,000.00
	Grand Total (D)	25,280

If ESIC not applicable, then Employee Compensation Policy for the said workers need to be taken by the vendor.

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APPLICABLE MINIMUM WAGES: For Ramanagara GA


Wage Calculation & Budgetary Estimation for Ramanagara GA		
Karnataka Shop & Establishment Act category (Basic+DA)		
	Positions	Sr. Assistant
Sr. No.	Particular	
1	Basic	13353.6
2	VDA	3518.32
5	Total (A=1+2+3+4)	16871.92
6	HRA 5% of Basic + VDA	843.60
7	Bonus @ 8.33 % on Basic + VDA	1405.43
8	Leave Encashment (20 days)	1081.53
10	Gross (5+6+7+8+9)	20202.48
11	Employer contri. ESI @ 3.25% of 10	0.00
12	Employer contri. PF @ 13% Of Basic + DA OR 15000	1950.00
13	Karnataka Labour Welfare Fund	6.00
14	Total monthly cost (10+11+12)	22158.48
15	Deduction	
16	ESI @ 0.75% of 10	0.00
17	EPF @ 12% Of Basic + DA OR 15000	1800.00
18	PT	200.00
19	Total Deduction	2000.00
3	Personal Allowance	1000.00
4	Conveyance Allowance	1000.00
9	Fixed Petrol Allowance	0.00
Total		2000.00
Grand Total (D)		24158

If ESIC not applicable, then Employee Compensation Policy for the said workers need to be taken by the vendor.

Contractor must ensure of minimum payment to the deployed employee as fixed by MNGL & has to quote the Service charges inclusive of all Taxes & duties over & the above-mentioned manpower rates.

Bonus can be payable annually /quarterly / monthly, subject to written permission and approval from EIC.

In case where ESIC is not applicable, under such circumstances Employee Compensation Act 1923 will be applicable and contractor should subscribe

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such policy in the said Act and contractor must bear all the expenses related to the insurance policies substituting to ESIC.

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

Any statutory variations in Minimum wages as per Minimum Wages Act 1948 of the labour laws shall be paid to contractor. MNGL HR Dept. will share Govt notification for revision in minimum wages and same will be circulated with contractor and accordingly MNGL will modify unit rates in SO after approval. Contractor must pay the wages as per the notification of government with immediate effect. The contractor can claim the differential amount (if any) on submission of documentary to MNGL.

Four National Holidays payment will be paid to the contractor as per the Labour Laws (26th January, 1st May, 15th August, 2nd October).


TIME PERIOD OF CONTRACT:

1. **Contract period:** Period of contract shall be for 2 (Two) years from the date of Service Order and shall be extended for further Six Months period at the sole discretion of MNGL and the same shall be binding on the contractor.
2. **Contract mobilization period:** Contractor shall mobilize the services within 7 days from the date of Service Order or date of receipt of intimation for engagement of services from EIC whichever is later failing which as per the provisions of contract as prescribed elsewhere in the bidding documents / contract will be invoked which may include any or all of the following:

- * Forfeiture of Security Deposit
- * Termination of Contract

4. TERMS OF PAYMENT:

1. The contractor shall submit the monthly bill (Cenvatable Invoice) for the period starting from 1st to 30th or 31st of the current month latest by 3rd day of the next month. Payment shall be made to the contractor within 15 days from the date of submission of the bill to Engineer-in-charge (EIC) subject to the provision of adjustment of dues and statutory deductions as applicable.

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Contractor has to submit the attendance / absentee statement / travel statement in the prescribed format to EIC for his certification, latest by 1st day of next month.

2. Monthly Bill (s) in prescribed Format along with supporting documents i.e. attendance register/ absentee statement/travel statement, Wages Payment Proof, ESIC/Valip WCP, EPF Proof, Wages Register, Loan or Recovery proof if any, in the prescribed format, duly certified by the Competent Authority, shall be submitted by the contractor.
3. Monthly Wage payment before 7th of every month & copy duly certified by EIC as a proof that all due payment has been made in presence of EIC by the contractor to the person's engaged for execution of the jobs for an adherence to the existing labour laws related to wages.
4. Payment shall be made to the contractor by MNGL within 7 days from the date of certification of the bill from EIC.

SPECIAL CONDITION OF CONTRACT (SCC)


It is contractor's responsibility to manage the manpower, perform the responsibilities in given timelines, ensure the compliance of contract, failing which penalties as below may applicable limited up to 50% of the bill.

1. For every noncompliance of safety, PPE's (Helmets, Safety Shoes etc.), uniforms (T-Shirt/Shirt and Trouser), ID card, Police verification, etc. will be penalized @ Rs.250/- per person per day for individual non-compliance stated in the list.
2. Non-availability of Manpower will attract penalty of Rs. 2000 per person per shift.
3. non-submission of monthly Biometric attendance report for all deployed employees will attract penalty of Rs. 2000 per person.
4. For non-performing of the duties & responsibilities as per SOW, not following the communication protocols during Emergency, not maintaining/updating the records/reports/system entries of complaints, incidents etc. will be penalized @ Rs.1000/- per incident, also employee will be marked as absent for the day.
5. Non availability of Mobile smart phone, headset/earphone will attract penalty of Rs. 2000/- per day per shift.
6. If any employee found under influence of alcohol at office or site will attract penalty of Rs.2000/- per incident or can terminate the service. The contractor should replace the employee with new employee within 48 hours.
7. For any IR (Industrial Relation) issues (like strike by deployed manpower etc.) PNG / Control room operation stopped or threat, Vendor will be penalized Rs. 20,000 per Incident.

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8. We at MNGL will not tolerate any kind of Indiscipline or misbehaving act with MNGL employee/Customer at the work location from the contractor employee's during the service time. If any such incident happens, the contractor will be penalized @ Rs. 10,000/- per act and the Contractor shall terminate such employee from his / her service immediately and condition of non-availability of manpower will be applicable after 48 hours from the termination of service.
9. Penalty for Delay in Invoice submission successively 3 times, Penalty applicable in 3 rd invoice- 5% of Invoice value.
10. Delay in salary disbursement of the deployed employees in Bank successively 2 times after 7th of month will attract penalty of Rs. 5000 per incident.
11. Penalty of Rs. 500 per person per month will be applicable for not providing monthly salary slip to the deployed employees.

The Cumulative Penalty amount in a month should not cross 50% of that month's invoice amount.

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UNPRICED SCHEDULE OF RATES

Sl. No.	Item Description	Quantity	Quoted / Not Quoted
(1)	(2)	(3)	(4)
1	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Pune GAs of MNGL.	As per BOQ	
2	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Nashik GAs of MNGL.	As per BOQ	
3	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Sindhudurg GAs of MNGL.	As per BOQ	
4	Tender for Rate contract for the period of 2 years for Tender for procurement of hiring services for Emergency Control Room operations at Ramanagara GAs of MNGL.	As per BOQ	

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SECTION-III

SCHEDULE OF RATES

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


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

PREAMBLE TO PRICE SCHEDULE / SCHEDULE OF RATES (SOR)

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

Notes:

1. Bidder can quote for any one GA. However, in case bidders quotes for more than one GA, the requirement of eligibility criteria shall be on cumulative basis In support of this, bidder has to submit a copy of Work Order / Letter of Award / Letter of Acceptance and its completion certificate issued by Client. In absence of requisite documents, MNGL reserves the right to reject the bid without making any reference to the bidder.
2. The rate should be ALL INCLUSIVE, including all expenses, other costs & charges etc.
3. Any statutory variations in Minimum wages as per Minimum Wages Act 1948 of the labour laws shall be paid to contractor. MNGL HR Dept. will share Govt notification for revision in minimum wages and same will be circulated with contractor and accordingly MNGL will modify unit rates in SO after approval. Contractor has to pay the wages as per the notification of government with immediate effect. The

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contractor can claim the differential amount (if any) on submission of documentary to MNGL.

4. In case where ESIC is not applicable, under such circumstances Employee Compensation Act 1923 will be applicable and contractor should subscribe such policy in the said Act and contractor must bear all the expenses related to the insurance policies substituting to ESIC.
5. Taxes & Duties if any shall be indicated clearly in your quotation and total amount should be inclusive of all taxes etc.
6. Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above.
7. Bidder shall note that any error in estimating these taxes & duties will be to Bidder's Account.

a. Goods & Service Tax @-----

Please indicate the breakup of above GST as under:

CGST @ _____

SGST @ _____

IGST @ _____

UGST @ _____

Bidder's Signature & Seal