




MAHARASHTRA NATURAL GAS LIMITED

(MNGL)

Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) Services for Steel Pipeline Laying & Associated Works for City Gas Distribution Network of Pune GA.

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

Bid Document No.: MNGL/CP/2024-25/172

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA. Bid document No. MNGL/CP/2024-25/172
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PART – A (Section-1)

1.0 INVITATION FOR BIDS (IFB)


BID DOCUMENT NO.: MNGL/CP/2024-25/172

Date: 06.02.2025.

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/2024-25/172 dated 06.02.2025
ITEM(S)	Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Scope of work
EARNEST MONEY/ BID SECURITY	Rs. 2,00,000/- (Rupees Two Lakhs Only) in the form of Demand Draft/BG/Online through e-portal to be in favour of “Maharashtra Natural Gas Ltd.” payable at Pune.
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	12.02.2025 till 11:00 Hrs. IST Pre-Bid VC Link: https://meet.google.com/bsf-bbmq-rdq
Bid submission due date and time	24.02.2025 till 15:00 Hrs. IST
Bid Submission at	https://etenders.gov.in
Techno-commercial bid opening date and time	25.02.2025 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	General Manager (C&P) Maharashtra Natural Gas Limited, Pride Purple Coronet, 2nd Floor, Baner, Pune-411045
Contact details	Telephone: +91 (20) 25611000/1190/1157 Email: neeraj@mngl.in / gasaid@mngl.in
BIDDER ELIGIBILITY CRITERIA & BID EVALUATION CRITERIA	As per Annexure – I to IFB

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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NOTE: Bidders are advised to complete the registration with e-tender portal (<https://etenders.gov.in>) at least two working days prior to bid submission date.

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

2.0 BIDDING PROCEDURE

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

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

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

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


3.0 DOWNLOADING OF TENDER DOCUMENT

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

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

4.0 PRE-BID MEETING

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

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2nd Floor, Baner Road, Baner, Pune – 411045.

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

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

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

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

Advisories for the bidders attending the pre-bid meeting:

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

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

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

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

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

5.0 OTHERS:


5.1 Bid Document is non-transferable.

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

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

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

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

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- 5.4 The bid should be prepared by the "Sole Bidder" and should be sent to MNGL directly. MNGL reserve the right to reject offers made by intermediaries' representatives.
- 5.5 Bidder shall ensure that Bid Security having a validity of 6(SIX) months from the bid due date, must accompany the offer in the format made available in the Bid Document.
- 5.6 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.
- 5.7 MNGL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.
- 5.8 **ZERO DEVIATION TENDER**
Bidder shall note that if any deviations are taken to the under mentioned provisions of Bid Documents by the Bidder the bid is liable to be rejected:
- i) Do not meet BEC Criteria
 - ii) Bid Security
 - iii) Performance Security (Contract Performance Bank Guarantee), 10% of Annualized Contract/Order value
 - iv) Delivery Period
 - v) Terms of Payment
 - vi) Force Majeure
 - vii) Resolution of Dispute/Arbitration
 - viii) Termination of Contract,
 - ix) Warranty and Guarantee
 - x) Offer not submitted for complete scope of work
 - xi) Firm prices
 - xii) Prices not quoted as per Schedule of Rates formats.
 - xiii) If Bidder have been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).
 - xiv) Bidder is under liquidation.
 - xv) Bids not conforming to technical specification/requirements.
 - xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
 - xvii) Price Reduction Schedule.

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

THIS IS NOT AN ORDER

Yours faithfully,
for Maharashtra Natural Gas Limited, Pune


Ganesh Said
General Manager (C&P)

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Encl. 1. 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

1.0 BIDDER'S ELIGIBILITY CRITERIA (BEC) FOR Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.

INTRODUCTION:

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

2.0 BRIEF PROJECT DETAILS

This tender deals with appointment of a Project Management Consultant (PMC Services) for steel pipeline laying & associated works in Pune GA.

3.0 Bidder's Eligibility Criteria: The following are the BEC parameters: -

A) TECHNICAL:

The bidder must have executed successfully similar PMC services of City Gas Distribution Project (CGD Project**) in India having value not less than **Rs.1.32 Cr. (incl. GST) in a single contract* out of which minimum Rs. 66 lakhs (incl. GST) shall be for providing manpower for site supervision of Steel Pipeline laying & Allied Works of Project Management Services in any of the last 5 years reckoned from the final bid due date.**


(*) In case more than one contract is emanating against one tender, all such individual contracts are to be considered as single contract for evaluation of credential of a bidder for meeting their experience criteria.

(**) PMC for City Gas Distribution Projects (CGD) **includes experience in Designing, in-house simulation of pipeline network**, procurement of major CGD items like steel pipes, compressors, PRS, DRS etc. & Construction supervision for pipeline laying of steel & other related works contracts **with experience of supervision/certification of minimum 1 no. of railway/river crossing.**

The following documents are mandatory for evaluation of BEC-Technical.

(a) The bidders are required to submit the copies of Detailed work orders specifying clearly the total works awarded along with the Bid document.

(b) In case of procurement of major CGD items, steel pipeline laying & allied works, the bidder who has executed the work; must submit the completion/execution certificate issued from the client mentioning clearly WO no., WO date, awarded value of work & completed value of work.

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(c) The bidder must submit the documentary evidence for PMC services includes experience in Designing, in-house simulation of pipeline network, procurement of major CGD items like steel pipes, compressors, PRS, DRS etc.

(d) For railway/river crossings experience, the bidder has to submit technically approved copies of drawings or equivalent document.

(e) The bidder must submit an undertaking stating that the bidder will not sublet the awarded Service order to any other party.

B) FINANCIAL:

B.1 Turnover

The bidder should have achieved a minimum annual turnover of **Rs. 66 Lakhs** in any one of the last 3 (Three) audited financial years i.e. **2021-22, 2022-23 and 2023-24**

B.2 Net worth

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

B.3 Working Capital:

The bidder should have a minimum working capital of **Rs.13.20 Lakhs** as per latest audited balance sheet i.e. for the year 2023-24.


If the bidder's working capital is inadequate, the bidder should supplement this with a letter from bidder's bank, having net worth not less than Rs.100 crores, confirming the availability of line of credit to cover the inadequacy of previous year and meet the current working capital requirement. Bidders must submit documentary evidence such as balance sheet & Profit & Loss A/c Statement for last three audited financial years i.e., 2021-22, 2022-23 and 2023-24 in support of the above.

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

4.0 Evaluation & award of contract:

Evaluation shall be done on overall least cost basis to the Purchaser (i.e., on total evaluated price including all taxes & duties).

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

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

FINANCIAL SITUATION

Applicant's Legal Name:

Date:

Tender No.:

Page of

Each bidder must fill in this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR


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

- 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

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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, General Manager (C&P)

Sub:

Dear Sir,

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

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

- I) POSTAL ADDRESS : _____

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


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

Reasons for non-submission of Bid:

COMPANY'S NAME : _____

SIGNATURE : _____

NAME : _____


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DESIGNATION : _____


DATE : _____

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

(SIGNATURE OF BIDDER)

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3.0 SUBMISSION OF BID

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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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

Ph. No.: 91-20-25611000

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

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MEMORANDUM

(a) General Description of Work _____

(b) Earnest Money Rs. _____
 (Rupees) _____

The Earnest Money is payable in the manner setout 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 be paid Guarantee (CPBG) **10% of the Annualized CONTRACT** amount which will 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 favor 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.

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Dated the _____ day of _____ 2025


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 (Section-2)

1.0 INSTRUCTION TO BIDDERS (ITB)



 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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INSTRUCTIONS TO BIDDERS

INSTRUCTION FOR ONLINE BID SUBMISSION


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

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct / true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors / bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering, possession of valid Digital Signature Certificate (**Class 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,

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


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

PREPARATION OF BIDS:

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

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

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

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further dealt as per provision of clause no 17.0 of ITB including forfeiture of EMD.

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

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

ASSISTANCE TO BIDDERS:

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

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A. GENERAL

1. Scope of Bid

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

2. Eligible Bidders

- 2.1 Bidders shall, as part of their bid, submit duly executed power of attorney authorizing the signatory of the bid to bind the bidder.
- 2.2 This invitation for bid is open to any bidder.
- 2.3 A bidder shall not be affiliated with a firm or entity
 - (i) that has provided consulting services related to the Works to the Employer during the preparatory stages of the Works or of the Project of which the Works form a part, or
 - (ii) that has been hired (or is proposed to be hired) by the Employer as Engineer/ Consultant for the contract.
- 2.4 The bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices as defined in ITB.
- 2.5 While evaluating the bids, pursuant to bid evaluation criteria in Global Notice of IFB, bidders and / or his sub-contractors past performance shall be assessed for ascertaining the responsiveness of the bid. In such case the decision of employer / consultant shall be final and binding on the bidder.
- 2.6 The bidder is put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).


3. Bid Evaluation Criteria: -

3.1 Technical

3.1.1 Experience Criteria - As per Annexure – I of IFB.

3.1.2 Equipment Deployment Criteria

The bidder shall meet the requirement regarding deployment and ownership of minimum critical construction equipment as specified in SCC Technical of the bidding document.

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3.2 Financial - As per Annexure – I of IFB

- 3.3 Bidder shall not be affiliated with a firm or entity, (i) that has provided consulting services related to Works to Employer during preparatory stages of Works or of the Project of which the Works form a part, or (ii) that has been hired (or is proposed to be hired) by Employer as Engineer/ Consultant for the contract.
- 3.4 Bidder shall meet the technical, as well as, commercial qualification criteria as stated above. Bidder shall furnish necessary documentary evidence such as LOA Copy/ Audited Financial Statement (**UDIN from CA is compulsory on financial document**) along with the bid, to justify meeting the stipulated qualification criteria. In absence of requisite documents as stated above, MNGL reserve the right to reject the bid without making any reference to the bidder.

4. Bids from Consortium – Not applicable

5. One Bid per Bidder


- 5.1 A firm shall submit only one bid in the same bidding process. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.
- 5.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other bidder(s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.
- Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
- 5.3 Alternative Bids shall not be considered.
- 5.4 The provisions mentioned at Sl. No. 5.1 and 5.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups / SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups / SOR items basis.

6. Cost of Bidding

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

7. Site Visit

- 7.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
- 7.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or

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personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.3 The Employer may conduct a Site visit concurrently with the pre-bid meeting.

B. BIDDING DOCUMENTS

8. Content of Bidding Document

- 8.1 The Bidding Documents/ Tender Documents should be read in conjunction with any addenda issued in accordance with ITB Clause 10 of Volume I.
- 8.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Invitation for Bids (IFB) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid.


9. Clarification of Bidding Documents

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

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

10. Amendment of Bidding Documents

- 10.1 At any time prior to the bid due date, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document, by issuing corrigendum.
- 10.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause-8.0 and shall be hosted on the MNGL's official website before bid due date. All the prospective bidders who have attended the Pre-Bid meeting till date shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidder's query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidder's query hosted on the above websites before submitting the bid.
- 10.3 Bidders are advised to visit MNGL's websites and CPPP's e-tendering website from time to time to get updated information / documents.

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- 10.4 In case of any inconsistency between an addendum and this tender document, the addendum shall prevail and in similar case between two or more addenda, the last issued addendum shall prevail.
- 10.5 The Purchaser may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the addenda / corrigenda issued.

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid


The bid prepared by the bidder shall comprise the following components:

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

12.1.1 Technical cover:

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

- i) Covering Letter as per format "Submission of Tender" / "Submission of Bid" enclosed with Part-A of Vol-I of I.
- ii) Bidder's general/ details information as per format F-1.
- iii) Power of Attorney in favor of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- iv) Specific experience, annual turnover and equipment deployment details as called for in qualifying requirements.
- v) A Bid Form as per format F-2.
- vi) Copies of documents as required in list of enclosure
- vii) Documents establishing the eligibility and conformity to the Bid Documents of all Goods and services, which the bidder proposes to supply under the award. Such document may be, literature, drawing or data and shall also include (a) the detailed description of the Good's essential technical and performance characteristics; (b) a clause by clause commentary on Employer's technical specification and demonstrating supplies substantial responsiveness to the specifications
- viii) Copy of Bid security in accordance with IFB & Clause 16 of ITB to be furnished either in the form of Cashier's / Banker's cheque / Bank Draft payable to MNGL at Pune/ Bank Guarantee as per format F-4
- ix) Letter of authority in favor of any one or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.
- x) Confirmation of no deviation as per Format F-6

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- xi) Present commitments strictly as per form F-9
- xii) **Indian Bidders are required to submit Employees Provident Fund registration certificate, ESIC registration certificate, Professional Tax Registration certificate, Labour welfare registration under Maharashtra Labour Welfare Fund Act and Shop Act Registration certificate.**
- xiii) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.
- xiv) Any other information/details required as per bid document


12.1.2 Financial cover:

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

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

13. Bid Prices

- 13.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Document, based on the unit rates and prices submitted by the Bidder and accepted by the EMPLOYER.
- 13.2 Prices 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.
- 13.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the SOR.

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- 13.4 All duties and taxes including applicable Custom duty, Works Contract tax, Goods & Service Tax and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates and prices and the total bid price submitted by the bidder.
- 13.5 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account except statutory variations in Goods & Service tax as mentioned below.
- Statutory variations in Goods & Service Tax on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to MNGL. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to MNGL.
- 13.6 The Bidder shall quote the prices both in figures as well as in words. There should not be any discrepancies between the price indicated in figures and the price indicated in words. In case of any discrepancy, the price indicated in words shall prevail over the price indicated in figure.
- 13.7 Alternative bids shall not be considered.
- 13.8 Conditional discount, if offered, shall not be considered for evaluation.
- 13.9 The bidder shall have to raise the Cenvatable invoice in the name of Director (Commercial), MNGL, Pune

14. Bid Currencies – VOID

15. Bid Validity

15.1 Bids shall be kept valid for 4 (four) months from the final bid due date.


- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / e-mail. A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of its bid security for the period of the extension and in accordance with Clause 16 in all respects.

16. Bid Security

- 16.1 Pursuant to Clause-5A, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids (IFB).
- 16.2 The bid security is required to protect MNGL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause-16.7
- 16.3 The bid security in Indian Rupees for bidders quoting in Indian currency shall be in the form of a Bank Draft/ Banker's Cheque/ Bank Guarantee.

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 a Bank Guarantee or irrevocable Letter of Credit, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and

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registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank or Indian scheduled bank in case of foreign bidder. Bid Security shall be valid for 2 months beyond the validity of the Bid.


- 16.4 Any bid not secured in accordance with Clause-16.1 and 16.3 may be rejected by MNGL as nonresponsive.
- 16.5 Unsuccessful bidder's bid security will be discharged/ returned as promptly as possible after award of contract and signing of agreement.
- 16.6 The successful bidder's bid security will be discharged upon the bidder's accepting the award & signing the Agreement, pursuant to Clause-39 and furnishing the Contract Performance Security pursuant to Clause-40.
- 16.7 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bid validity.
 - b) in the case of a successful bidder, if the bidder fails:
 - i) to accept the Notification of Award/Service Order (SO) or
 - ii) to furnish Contract Performance Security in accordance with Clause-40.
 - iii) to accept arithmetical corrections,
- 16.8 Bid Security should be in favor of Maharashtra Natural Gas Limited and addressed to MNGL. In case Bid Security is in the form of Bank Guarantee, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee).
- 16.9 The Indian / Domestic firms registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing Tender Fee & Bid Security, provided they are registered for the items / work they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.**

17. Pre-Bid Meeting – As per IFB

- 17.1 The bidder(s) or his designated representative, who have purchased bid document, are invited to attend a pre-bid meeting which will take place as indicated in IFB
- 17.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised, and the responses given, together with any responses prepared after the meeting, will be transmitted without delay (without identifying the sources of the question) to all purchasers of the bidding documents. Any modification of the bidding documents listed in ITB Sub-Clause 8.1 that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 17.4 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

18. Format and Signing of Bid

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

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persons signing the bid.

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

19. Zero Deviation

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

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

20. Mode of Payment

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

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

D. SUBMISSION OF BIDS


22.0 DEADLINE FOR SUBMISSION OF BID

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

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

23.0 LATE BIDS

Any Bid Security / EMD received by the Purchaser after the deadline for submission of bid may

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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. (This tender is floated under -e-tender portal)

24.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.
- 24.2 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid form. In case of request in written by the authorized signatory for withdrawal of a bid during this interval, the Bidder's bid security shall be forfeited.

E. BID OPENING AND EVALUATION

25. Bid Opening

- 25.1 The Purchaser will open all bids on the e-tendering portal bidders/ representatives may attend the price bid opening however it is done on e-tender portal and can be access online
- 25.2 The Bidder's names and the presence or absence of requisite Bid Security (EMD) and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for bids without EMD.
- 25.3 Bids that are not opened and read out at bid opening shall not be considered further forevaluation, 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. Process to be Confidential


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

27. Contacting the Employer


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

28. Examination of bids and Determination of Responsiveness

- 28.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid
- meets the Bid Evaluation Criteria.
 - has been properly signed.
 - is accompanied by the required securities.
 - is substantially responsive to the requirements of the bidding documents; and

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- e) provides any clarification and/ or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 28.2.
- 28.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents without material deviations or reservations. A material deviation or reservation is one
- that affects in any substantial way the scope, quality, or performance of the Works.
 - that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
 - whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 28.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 29.0 OPENING OF PRICE BID**
- 29.1 The Purchaser will open all bids on the e-tendering portal bidders/ representatives may attend the price bid opening however it is done on e-tender portal and can be access online
- 29.2 The bid prices stated in the price schedules will be announced during price bid opening.
- 30. Correction of Errors**
- 30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
 - where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.
- 31. Conversion to Single Currency for Comparison of Bids - NOT APPLICABLE**
- 32. Evaluation and Comparison of Bids**
- 32.1 The evaluation and comparison of bids will be done as per the provisions of the bid evaluation criteria as per Annexure – I to ITB (to be separately enclosed along with bidding document against individual tenders).
- 33. Preference for Domestic Bidders - VOID**
- 34. Purchase Preference - VOID**
- 35. Compensation for extended stay - VOID**
- F. AWARD OF CONTRACT**
- 36. Award**

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- 36.1 Subject to Clause 29, MNGL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the contract.

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

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

38. Notification of Award

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

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

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

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


Also, successful bidder has to ensure that purchase order (PO) of long lead items (i.e. fittings and flanges) is made available to MNGL within 10 days of Service Order. Failure to do so shall result in termination of contract.

39. Signing of Agreement

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

40. Contract Performance Security

- 40.1 Within 15 days of the receipt of the notification of award/ Service Order from MNGL, the successful bidder shall furnish the contract performance security in accordance with Article 24 of General Conditions of the Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.
- 40.2 The contract performance security shall be for an amount equal to **10% of the annualized** value of the contract towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee/ DD/ Letter of Credit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as

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scheduled foreign bank. This Bank Guarantee shall be valid for a period as stated in Article-24 of General Conditions of the Contract.

- 40.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event MNGL may award the order to the next lowest evaluated bidder or call for new bids.

41. Corrupt or Fraudulent Practices


- 41.1 MNGL requires that bidders/ contractors observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the Employer:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i) “corrupt practice” means the offering, giving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) “fraudulent practice” means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) will declare a firm ineligible and put on holiday, either indefinitely or for a stated period if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

42.0 PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA.

I. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

II. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

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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 (IV) will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.


Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
 - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

VI. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

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- VII. The Successful bidder shall not be allowed to subcontract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VIII. SUBMISSION OF CERTIFICATE IN BIDS: Bidder shall submit a certificate in this regard as Format F-18. 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.
- IX. 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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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, Stamped and signed on each page 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 shall not be amended for further evaluation & shall be summarily rejected”.

4.0 CONFORMANCE TO SCOPE OF WORK

Bidder will be required to confirm to the Scope of Work as mentioned under Annexure-I to SCC, Schedule of Rates and Job Specification/ Technical Specifications.

5.0 CONFORMANCE TO SCOPE OF SUPPLY

Bidder will be required to confirm to the Scope of Supply as mentioned under Annexure – II to SCC, Schedule of Rates and Jobs Specification/ Technical Specifications.

6.0 DETERMINATION OF RESPONSIVENESS

The bid submitted by the bidder should be responsive to the requirements of the Bidding Document. A responsive bid is one which conforms to the terms, conditions and specifications of the Bidding Document and Bid Evaluation Criteria without **Deviation**.

- 7.0 Bidders are advised to quote strictly as per terms and conditions of the Bidding Document and not to stipulate any deviation/ exception as it is “No Deviation” tender. Offers with any Exception/ deviation shall be liable for rejection.


- 8.0 Bidder will be required to establish up to the satisfaction of Owner that the resources proposed to be deployed in Annexure – 9 & 10 of SCC (Technical) by the bidder are in conformity with the WORK REQUIREMENT.

The following requirement must be noted while submitting the resource deployment details.

i) Construction Equipment's

Mechanized type of construction equipment's should be considered. All requisite equipment's such as cranes, diesel generators, compressors, welding machines, pumps, tractor-trailer, etc. shall be considered. Deployment of minimum equipment's must be furnished as per Annexure – 9 to SCC (Technical).

ii) Deployment of Supervisory/ Skilled Personnel

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Bidder must furnish a site organization with qualified and experienced personnel in adequate numbers keeping in view the specific requirement for this work. Bidder will prepare & submit these details also keeping in view the minimum no. of skilled personal as per Annexure – 10 to SCC (Technical).

9.0 EVALUATION OF PRICE BIDS

- i) The price part of only those bidders will be evaluated whose bid is technically and commercially acceptable to Owner.
- ii) Quoted price for the complete scope of work and supply as per SOR shall be taken into account for arriving at the lowest evaluated price. Please refer Cl. No. 4.0 of Annexure – I to IFB for evaluation & Award of work.


10.0 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 a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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CONTENT

Sl. No.	Description
1)	F-1 : Bidder's General Information
2)	F-1A : Detail information about bidder (in case of open Tender)
3)	F-2 : Bid Form
4)	F-3 : List of Enclosures
5)	F-3A : Financial Detail
6)	F-4 : Declaration of Bid Security
7)	F-5 : Letter of Authority
8)	F-6 : No Deviation Confirmation
9)	F-7 : Certificate
10)	F-8 : Details of Similar Work done during past five years
11)	F-9 : Present commitments of the Bidder
12)	F-10 : Proforma of Bank Guarantee for Contract Performance Security
13)	F-11 Real Time Gross Settlement (RTGS)/ National Electronic fund transfer (NEFT)
14)	F12) Mandate Undertaking for Procurement from a Bidder which shares a land border with India

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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) (Telephone No.)
- 1.6 E-mail address & Web Site : _____
- 1.7 Telefax Number : _____
(Country Code) (Area Code) (Telephone No.)
- 1.8 ISO Certification, if any : {If yes, please furnish details}

(SIGNATURE OF BIDDER WITH SEAL)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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**F-1A
DETAILED INFORMATION ABOUT BIDDERS
(In case of open Tender)**

1. IN CASE OF INDIVIDUAL

- 1.1 Name of Business
- 1.2 Whether his business is registered
- 1.3 Date of commencement of business
- 1.4 Whether he pays Income Tax over Rs.10, 000/- per year


2. IN CASE OF PARTNERSHIP

- 2.1 Name of Partners
- 2.2 Whether the partnership is registered
- 2.3 Date of establishment of firm
- 2.4 If each of partners of the firm pays Income Tax over Rs. 10,000/- per year and if so, which of them pays the same.

3. IN CASE OF LIMITED LIABILITY COMPANY OR COMPANY LIMITED BY GUARANTEE

- 3.1 Amount of paid-up capital
- 3.2 Name of Directors
- 3.3 Date of Registration of Company
- 3.4 Copies of the balance sheet of the company of the last three years.

(SEAL AND SIGNATURE OF BIDDER)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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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 **Tender for Rate contract for a period of 2 years for hiring of Project Management Consultant (PMC) Services for steel pipeline laying & associated works for City Gas Distribution Network of Pune GA** 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 **Tender for Rate contract for a period of 2 years for hiring of Project Management Consultant (PMC) Services for steel pipeline laying & associated works for City Gas Distribution Network of Pune GA** 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% (three percent) of the Annualized Contract Price, for the due performance with in fifteen days of such award.

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


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

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

SEAL AND SIGNATURE
DATE: _____

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)
WITNESS NAME:
ADDRESS:

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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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. QA/OC Manuals.
3. Health Safety and Environment (HSE) Policy and HSE Manual.
4. 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.
5. Organization chart of the bidder and the structure assigned for execution of the work under this bid.
6. Methodology of execution of work.
7. Execution schedule with interlinking of various activities.
8. 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 a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA. Bid document No. MNGL/CP/2024-25/172
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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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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Sheet 1 of 2

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

(To be stamped in accordance with the Stamp Act)

Bank Guarantee No.

Date

Ref:

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 _____ 2022 at _____.

WITNESS:


(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)

Designation with Bank Stamp
Attorney as per

Power of Attorney No. _____ Date:


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNG/CP/2024-25/172</p>
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Sheet 2 of 2

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

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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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**F-5
LETTER OF AUTHORITY
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES**

No.:

Date:

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 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 a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA. Bid document No. MNGL/CP/2024-25/172
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**F-6
NO DEVIATION CONFIRMATION**

(Tender/ Bid Document No. _____)

EXCEPTION AND DEVIATION STATEMENT

NAME OF WORK:

BID DOCUMENT NO.:


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

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

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____
& SEAL

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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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)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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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: 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 a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA. Bid document No. MNGL/CP/2024-25/172
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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: 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 a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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NOTE: Bidder to Submit Bank Guarantee along with SWIFT statement and it is mandatory.

Sheet 1 of 2

F-10

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

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


Dear Sir,

M/s_____ have been awarded the work of
_____ for Maharashtra Natural Gas Limited, vide Service Order
No. _____ dated _____.

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

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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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Sheet 2 of 2


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

Yours faithfully,

Bank

By its Constituted Attorney

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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F-11

Real Time Gross Settlement (RTGS)/ National Electronic fundtransfer (NEFT) Mandate Form

- 1. Vendor/customer Name:**
- 2. Vendor/customer Code:**
- 3. Vendor /customer Address:**
- 4. Vendor/customer e-mail id:**
- 5. Particulars of bank account**
 - a) Name of Bank:
 - b) Name of branch:
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc):
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch:
 - i) NEFT IFSC code of the bank branch:
 - J) 9 digit MICR code:

We hereby authorize Maharashtra Natural Gas Limited to release any amount due to me/us in the bank account as mentioned above. I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Maharashtra Natural Gas Limited responsible

(Signature of vendor/ customer)


BANK CERTIFICATE

We certify that.....has an Account no
with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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F-12

UNDERTAKING ON LETTERHEAD

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:
Date:

{Signature of Authorised Signatory of Bidder}
Name:
Designation:
Seal:

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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FORMAT FOR TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: **MNGL/CP/2024-25/22**


Name of Tender / Work: - **Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.**

Dear Sir / Madam,


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

_____ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We hereby declare that our Firm has not been Black / holiday list by MNGL/MoP&NG/Oil Public Sector Enterprise(s)
6. I / We certify that all information furnished by our Firm is true & correct and if the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS
{Annexure – III to Instruction to Bidder (ITB)}

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS

Bidder's Name M/s
TENDER No.....
Offer Ref.....


This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid failing which **Offer/Bid will not be considered for evaluation**. Clauses confirmed hereunder should not be repeated in the Bid.

S. No.	Description
Bidder's Confirmation	

- It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the TENDER.
- Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the TENDER.
- Ensure & confirm that quoted prices are inclusive of all taxes, duties, levies etc. as applicable under this contract including all costs towards carrying out any surveys, travel to India, site visits by it's personnel, stay in India, boarding, lodging, incidental expenses etc. required for Project work.
- Confirm that the offer shall remain valid for acceptance up to 4 months from Final Bid Due Date / Date of Opening of Bids.
- Bidder's name and address
- Confirm that quoted prices shall remain firm till completion of Project.
- Please confirm the quoted prices are in Indian Rupees.
- Confirm acceptance of Completion period as per requirement Specified in TENDER (to be reckoned from date of Letter of Award / Service Order)
- Confirm complete technical literatures/ catalogues and Users reference list submitted along with offer.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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S. No.	Description	Bidder's Confirmation
10.	Confirm acceptance of Price Reduction Schedule (PRS) for delay in completion beyond contractually agreed completion schedule as specified in the TENDER.	
11.	Confirm that in case of delay in completion beyond contractual completion date the invoice shall be submitted for the amount duly reduced to the extent of PRS against each phase.	
12.	Confirm in case of delay in completion beyond contractual completion date, any new or additional taxes and duties imposed shall be to Consultant's account.	
13.	Confirm acceptance of relevant Terms of Payment as specified in the TENDER. [Payment terms indicated in TENDER do not provide for any advance payment to be made to the bidder(s)].	
14.	Confirm that Contract Performance Bank Guarantee (CPBG) for 10% of total annualized contract value shall be furnished within 15 days of Service Order, valid for 3 months beyond the expiry of Guarantee/Warranty period as per terms of Bid Document.	
15.	<p>Confirm acceptance in toto of the Terms & Conditions contained in</p> <p>i) Instructions to Bidders</p> <p>ii) General Conditions of Contract (GCC).</p> <p>iii) Scope of work</p> <p>iv) All other commercial documents/ attachments of TENDER.</p>	
a)	In case of reservations, confirm that clause wise comments have been specified as annexure to this format.	
b)	All the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted that Terms & Conditions indicated elsewhere including any printed Terms & Conditions, shall not be considered by Owner.	

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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S. No.	Description	Bidder's Confirmation
16.	The bidder is required to state whether any of the Directors of bidder is not a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director.	
17.	All correspondence must be in English Language only.	
18.	Indicate Name & Contact No. (Telephone/ Fax No./Email) of person(s) to whom queries, if any, are to be addressed against your bid.	
19.	Owner reserves the right to make any change in the terms & conditions of the TENDER and to reject any or all bids including those received late or incomplete.	
20.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	


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

Signature _____
Name _____
Designation _____
Office Stamp _____
Tel No. _____
Fax No. _____

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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PART-C (Section-3)

GENERAL CONDITIONS OF CONTRACT (GCC)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS

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

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

Maharashtra Natural Gas Ltd./OWNER shall mean MNGL.

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

CONSULTANT'S REPRESENTATIVE means the person appointed from time to time by CONSULTANT for execution of the Contract.

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

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

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

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


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

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

ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT

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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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Consultant shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.

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

ARTICLE 3.3: MNGL REPRESENTATIVE

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

ARTICLE 3.4: CONSULTANT'S REPRESENTATIVE

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

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

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

ARTICLE 3.5: PAYMENT TERMS


- 3.5.1 MNGL shall pay for the services rendered as per stipulation in the tender through at par cheque only. All Bank charges of consultant's Bankers shall be to the consultant's account.

- 3.5.2 Consultant will invoice MNGL according to the terms and conditions provided in the tender. **Consultant has to submit the declaration for authorized signatory for signing the invoices as well as other correspondence documents before raising the bills to concern Engineer-in-charge.**

- 3.5.3 Payment terms will be as per **Section – 4.**

- 3.5.4 In case of disputes concerning invoice(s), MNGL shall return said invoice(s) to Consultant within fifteen (15) days from its/their receipt specifying in writing the reasons for its / their rejection.

- ☐ MNGL shall pay the undisputed amount of the invoice(s) according to Article - 3.5.3 hereof.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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- The disputed amount, if any, shall be paid after mutual settlement between MNGL and Consultant.
- Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

ARTICLE 3.6: PERFORMANCE GUARANTEE

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

The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award a **Contract Performance Guarantee of 10% of the annualized contract value**. The Contract Performance Guarantee shall be valid for a period of three months beyond the guarantee/warranty period of the contract. The format of performance guarantee is annexed hereto. All expenses incurred in obtaining of such guarantee shall be borne by Consultant.


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

ARTICLE 3.7: CONFIDENTIALITY

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

ARTICLE 3.8: TAXES AND DUTIES

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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3.8.4 MNGL shall deduct Income tax at source at applicable rates.

ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION

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

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

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

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

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


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

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

ARTICLE 3.10: LEGAL CONSTRUCTION

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

ARTICLE 3.11: SUSPENSION OF THE PERFORMANCE OF DUTIES AND SERVICES

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- 3.11.1 MNGL may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen (15) days’ notice.
- 3.11.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
- 3.11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.
- 3.11.4 By fifteen days’ prior notice, MNGL may request Consultant to resume the performance of the services, without any additional cost to MNGL.
- 3.11.5 In case of suspension of work by consultant on MNGL request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates.
- 3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.


ARTICLE 3.12: PRICE REDUCTION SCHEDULE (PRS)

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

ARTICLE 3.13: ASSIGNMENT

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

ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

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- 3.14.1 In order to perform the services, Consultant must obtain at its sole account, thenecessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep MNGL harmless and indemnify MNGL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protectedrights.
- 3.14.2 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to MNGL will be property of MNGL.
- 3.14.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by MNGL for carrying out of any services with any third parties.
- 3.14.4 Consultant shall not without the prior written consent of MNGL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 3.15: LIABILITIES

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

ARTICLE 3.16: TERMINATION OF CONTRACT

- 3.16.1 Termination for Default
MNGL reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one-month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as MNGL may authorize in writing) after receipt of the default notice from MNGL.
- 3.16.2 Termination for Insolvency
MNGL may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MNGL.
- 3.16.3 Termination for convenience
MNGL may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent

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to which performance of work executed as determined by MNGL till the date upon which such termination becomes effective.

ARTICLE 3.17: MODIFICATION

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

ARTICLE 3.18: CONTRACT/AGREEMENT

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

ARTICLE 3.19: FORCE MAJEURE

Shall mean and be limited to the following:

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


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

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

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

ARTICLE – 3.20: Rectification Period

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

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

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

ARTICLE – 3.21: Sub Contract

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

ARTICLE – 3.22: Notices

3.22.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

3.22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

ARTICLE – 3.23: Acquisition of Data


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

ARTICLE – 3.24

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

3.24.1 If the Service provider refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any **of the provisions of** the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the Service provider :

a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the Service provider shall stop forthwith any of the Service provider 's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part,

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

- b) WITHOUT DETERMINING THE CONTRACT to take over the work of the Service provider or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the Service provider. The Service provider and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.


3.24.2 In such events of Clause 3.24.1 (a) or (b) above.

- a) The whole or part of the Contract Performance Security furnished by the Service provider is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the Service provider the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilizing in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the Service provider as may be necessary and the Service provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- b) The amount that may have become due to the Service Provider on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the Service Provider. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorized or required to be reserved or retained by the EMPLOYER.

3.24.3 Before determining the CONTRACT as per Clause 3.59.1 (a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the Service Provider is/are curable and can be cured by the Service Provider if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the Service Provider to cure the default within such time specified in the Notice.

3.24.4 The EMPLOYER shall also have the right to proceed or take action as per 3.24.1 (a) or (b) above, in the event that the Service provider 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.

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

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ARTICLE – 3.25

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

- 3.60.1** In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 3.24 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service provider for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub- clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the Service provider or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the Service provider or his clerk of the works, foreman or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date,

time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.


ARTICLE – 3.26

Termination of contract

3.26(A) TERMINATION OF CONTRACT FOR DEATH:

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


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

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

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

- 3.26(C) In case of termination of CONTRACT herein set forth (under Article 3.24) except under conditions of Force Majeure and termination after expiry of contract, the Service Provider shall be put under holiday [i.e. neither any enquiry will be issued to the party by Maharashtra Natural Gas Limited against any type of tender nor their offer will be considered by MNGL against any ongoing tender (s) where contract between MNGL and that particular Service Provider (as a bidder) has not been finalized] for three years from the date of termination by Maharashtra Natural Gas Limited to such Service Provider.

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SPECIAL CONDITIONS OF CONTRACT

ARTICLE - 1: DEFINITIONS

In this document, Conditions of Contract, the following terms shall have the following respective meanings:

1.1 OWNER shall mean M/s Maharashtra Natural Gas Limited (MNGL), having its registered office at Plot No. 27, A-Block, 1st Floor, Narveer Tanajiwadi PMPML Bus Depot Commercial Building, Shivajinagar, Pune – 411005. The term Owner includes successors, assigns of MNGL.

1.2 CONTRACT shall mean Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

1.3 CO-ORDINATOR shall mean the Executive/Engineer-in-Charge of the Project nominated by OWNER.

1.4 FINAL ACCEPTANCE shall mean the OWNER's written acceptance of the work performed under the Contract

1.5 CONSULTANT shall mean the person, firm or company with whom CONTRACT is placed / entered into by OWNER for conducting the study defined in the tender document. The term Consultant includes its successors and assigns. The term PMC consultant & consultant have been used inter -changeably & mean consultant.

1.6 MATERIALS shall mean articles, supplies, drawings, data etc. and other property and services required to complete scope of work defined in the tender documents.

1.7 SERVICES means the duties to be performed and the services to be rendered by the Consultant according to the items and conditions of the Contract.


1.8 FINAL DOCUMENTATION means the last revision of any and all documents to be delivered by the Consultant to MNGL under the contract.

1.9 The terms Bid and Tender have been used interchangeably and refer to the same document.

1.10 All material/services to be provided and work to be carried out under the CONTRACT by the Consultant shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of work carried out.

ARTICLE - 2: SCOPE OF WORK

Consultant's Scope of work is defined in **Below Scope of work Section** of the tender document.

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ARTICLE - 3: CONTRACT PRICE

The contract price for the duties and service to be performed and rendered by the Consultant under this agreement comprises price for carrying out the scope of work given in this and other sections of the bid document.

The contract price agreed above between MNGL and the Consultant, is inclusive of the costs to be incurred by the Consultant such as, but not limited to, expenses involved in travel, boarding, lodging, transportation of the Consultant's personnel, incidental expenses, computer time, software and hardware used, fees paid to any agency, company, organization, consultant/specialist, Income Tax, any other taxes payable and these shall be borne by the Consultant. The fee for additional activities behind the defined scope of work if required by MNGL shall be agreed upon by both parties and be paid for by MNGL. The basis for such additional fee shall be furnished by the Consultant.

ARTICLE - 4: PAYMENT TERMS


- 4.1 Terms of payment in respect of Schedule of prices shall be as per section- 7 of this document.
- 4.2 Payments shall be made by Direct Payment within Fifteen (15) days from the receipt of the MNGL certified invoice(s) for payment according to the above Conditions. The payments shall be made in Indian Rupees (IR) as per the Price Schedule.
- 4.3 For any deviation to payment terms, the bid will be rejected.

ARTICLE - 5: INFRINGEMENT OF PATENTS, ETC

Consultant shall warrant that the sale or use of report prepared under this contract : whether designed and developed so as to comply with OWNER'S specifications or otherwise of any person, by way of infringement or any patent copyright, trademark or industrial design, or the like and shall hold of infringement or any patent copyright, trademark or industrial design, or the like and shall hold OWNER harmless and indemnify OWNER and his authorized representative at its own cost from any and all such claims and legal proceedings.


ARTICLE - 6: COMPLIANCE OF REGULATIONS

Consultant shall warrant that all material and services covered by these conditions shall have been produced, sold, supplied, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreements, working conditions and technical codes and requirements as applicable from time to time. Consultant shall execute and deliver such documents as may be required to effect or to evidence such compliance. All law and regulations required to be incorporated in contracts of this character are hereby deemed to be incorporated by this reference. OWNER and his authorized representatives will not own any responsibility for any irregularity, contravention of infringement of any statutory regulations on the services or supply of materials covered by this order.

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ARTICLE - 7: PERMITS & CERTIFICATES


Consultant shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Consultant further agrees to hold OWNER harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. OWNER will provide necessary permits for Consultant's personnel to undertake any work in India in connection with Contract.

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**ANNEXURES TO SCC
(TECHNICAL)**

C O N T E N T S

Annexure-1	:	Scope of Work
Annexure-2	:	Time Schedule
Annexure-3	:	Measurement of Work
Annexure-4	:	Terms of Payment

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**SCOPE OF WORK
(ANNEXURE-1 TO SPECIAL CONDITIONS OF
CONTRACT – TECHNICAL)**

PROJECT DESCRIPTION:

GENERAL:

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

BRIEF PROJECT DETAILS:

Maharashtra Natural Gas Limited (MNGL) is planning lay steel pipeline to supply natural gas to Automobile, Domestic, Industrial and Commercial Consumers in Pune GA.


INTRODUCTION:

MNGL through this tender is seeking the PMC agency for executing the project from Design to commissioning on total and single point responsibility basis for Pune GA. Detail scope of work of the consultant is outlined below. However, the list is not exclusive and limiting. The consultant shall also be required to do the works not specifically mentioned below, but otherwise required as a consultant for overall completion of the project.

SCOPE OF WORK (MNGL):

MNGL's scope limiting to the following:

- a) Providing ROU for the pipeline.
- b) Providing all data/information of the existing/available facilities.
- c) MNGL shall arrange for necessary work permits, licenses, approval from the local Government and other Statutory Bodies, payments of all duties, taxes, charges, fees, deposits etc. arising there-from. PMC Consultant will provide necessary technical assistance for these approvals.
- d) MNGL shall review / approve daily inspection reports submitted by contractors after PMC approval.
- e) Payments to contractors for works.
- f) MNGL shall make settlement of extra claims raised by the vendors/contractors based on the recommendations provided by PMC Consultant. MNGL shall settle down all arbitration cases. However, PMC Consultant shall provide necessary technical assistance to MNGL in preparation of claims (if required) and for settlement of extra claims

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(if any) raised by the contractors in case of arbitration/litigation, till a period of twelve months after commissioning of the PROJECT. PMC Consultant shall provide the recommendation on extra claims raised by the contractor in an envelope marked "Confidential" to MNGL only.

SCOPE OF WORK (PMC):


Scope of the work shall be as mentioned below, but not limited to,

Inspection, Supervision & Monitoring of all the Steel construction site related activities enlisted below & ensuring that the job is done as per the Tender Specifications & MNGL Code of Practices.


1. Providing assistance to the OWNER in preparation of drawings and technical documents for necessary permissions from the concerned authorities such as PMC/ PCMC, Development Authority, Town Planning Dept., Fire Officer, Chief Controller of Explosives(CCOE), Pollution Control Board, PWD, NHAI, Railways, MIDC, MSRDC PMT, Factory Inspector and other authorities as required.
2. Ensuring that the statutory permits i.e. permissions from statutory authorities/RTO clearances/society permissions etc., as applicable, are in place prior to the starting of the work.
3. Prepare detail construction schedule in view of early completion along with quality & safety concerns.
4. Review contractor's manpower, resources and schedules.
5. Providing specialized guidance and assistance for development of construction methodology for all construction activities including review and approval of construction procedures, SOP and methodology.
6. Supervision during surveys & soil investigations when carried out by contractor.
7. Carryout construction supervision based on approved construction drawings.
8. Giving clearance for lowering of pipelines in the trench. Consultants shall maintain the record of joint coating clearance.
9. PMC shall maintain all the necessary pipeline records (trenching, welding, radiography, joint coating, lowering, backfilling etc.) in MNGL specified format.
10. Keeping concerned MNGL personnel constantly apprised of the site situation, difficulties/ constraints emerging at site, if any and tackling them correctly. Authorization of work within two days of completion and delays from the contractor has to be reported to MNGL. Daily reporting of site activities and daily repair status etc. to be submitted to MNGL.
11. Ensure all site engineers deputed by the PMC, shall take the site photographs on daily basis using digital camera/mobile phone camera provided by the PMC agency & submit the same to MNGL in Hard Disks/Mail/Pen drives.
12. Assistance in preparation, authorization and counter-signing of the inspection reports of the entire pipeline construction activities.

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13. Ensuring and verifying the test certificates and calibration certificates prior to utilization of the equipment's/items. In case of any non-compliance, the same shall be brought to the notice of MNGL.
14. Follow up, checking and counter-signing of as-built drawings/check-prints on bill to bill basis, assistance in preparation of pipe book on weekly basis and assistance in preparation of daily inspection reports.
15. Continuously in coordination with contractors/MNGL officials with site updates.
16. Carryout material management including material handed over to contractor(s). Handing over the left over construction surplus materials to MNGL along with their Inspection Certificates. Consultant shall be responsible for proper maintenance and upkeep of the materials reconciliation. Recovery with or without penalty shall be levied for loss or shortage of materials. Carry out contract management.
17. Prepare weekly progress status reports along with contractor, service order & stretches details.
18. Prepare monthly progress reports for the project and provide all assistance to MNGL for preparing reports required by Ministry Monitoring cell.
19. Consultant should have knowledge of Quality Assurance, Quality Control, DT & NDT test, TLP monitoring, HSE etc. so that they can review the same. Consultant shall use its construction management procedure (CMP) and review all the QA/QC/HSE formats submitted by the execution contractors in order to maintain required quality and safety during construction period.
20. Necessary technical assistance for settlement of extra claims raised by the contractors and arbitration cases shall be provided by the consultant till a period of 12 (twelve) months after the completion of the project. Consultant shall give recommendations on extra claims raised by the contractor. Final acceptance/settlement shall be taken care of by MNGL.
21. Consultant shall provide recommendations to settle out rates for AHR items in case the executed quantities are going to / exceeding the SOR quantities.
22. Carryout progress measurement, scrutiny, and certification of contractor's bills.
23. The consultant shall forward to paying authority in MNGL duly certified bills of contractors for payment within 7 working days from the date of receipt of bills from the contractor.
24. During the project execution PMC shall accord an approval for all types of onsite drawings/procedures for the activities prior to start. Provide all assistance in preparation of drawings/documents for all types of crossing such as road, railway, river, canal etc., and accord an approval based on the relevant standards and the site conditions available.
25. Inspection of contractor's scope of material as per tender specification & as per approved vendor list
26. Certification of Monthly/RA bill wise reconciliation of free issue items/material issue by the MNGL.
27. PMC Scope covers taking over the half way executed projects and get it completed. In the process of certification for all the past work would be done on the basis of certified measurement by Consultant/ MNGL / Ex PMC representatives. Cases of extra claims, AHR items etc. would require to be settled.
28. Prepare project coordination and communication procedures.

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29. Define "Scope of Work" for various groups & the same to be implement on sites.
30. PMC should organize Project Review Meetings with Client & contractors at Clients HO or Branch Office.
31. Provide surveillance on all the project related activities.
32. Monitor progress of the project and provide fortnightly status reports to MNGL representative.
33. Interact with vendors/contractors relating to the procurement of items and execution of the works.
34. Vendor recommendation with clarification as desired to particular work/supply.
35. The above activities are normally encountered in the routine construction work (in which inspection & guideline related activities) & PMC related works. However, MNGL may entrust any other construction (regarding inspection & guideline) related activities as per the circumstances.
36. The agency shall appoint a coordinator it maybe RCM who shall remain in constant touch with MNGL on daily basis to understand the problems and to take corrective action.
37. The agency shall have Radiographic Film Viewer & Densitometer of good quality installed at their office in respective GA locations for reviewing & testing of Radiography Films in which Client have any doubt.
38. Submit job procedure /QAP/TP within 7 days of award of work order.
39. Ensure that all statutory requirements like Labour License, EPF, ESI, CAR policy, WCP etc. are followed by contractors during execution period and submit reports to MNGL periodically. It is PMC's responsibility to send reminders to contractors and ensure that the contractors follow all statutory requirements.
40. Coordination with various statutory / Land owing agencies in obtaining road restoration charges clearance for laying of pipelines and/ or wherever required to meet the schedule.
41. Inspection of day to day activities at site and signing of reports.
42. While liasioning with land owning agencies, PMC is supportive role with contractor & PMC will report the same to MNGL.
43. PMC shall use its construction management procedure (CMP) and review all the QA/QC formats submitted by the execution contractors in order to maintain required quality during construction.
44. Supervision and inspection of site activities, establishment of working procedures, QA/QC procedures, documentation and signing of inspection reports, certification of RA bills of contractors etc.
45. Supervising and monitoring the activities to ascertain that the work is being carried out according to the standards and procedures established and certification of the day to day inspection reports.
46. Recommendations for closure of purchase orders and works contracts.

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47. Consultant should provide data & documents required for PESO approval of existing Steel pipeline as on date, as well as for newly laid Steel pipeline.

Project Planning (Steel):


- 1) Preparation of an overall project schedule i.e. Engineering, Procurement and Construction Schedule identifying critical path, priority activities and target dates for completion based on the annual business plan. Submission of execution plan on quarterly basis – 15 days prior to the start of the qtr.
- 2) Planning & Scheduling of work for completion of targets on monthly/quarterly basis.
- 3) Project Cost Control, Management & Monitoring.
- 4) Risk Management of the Project along with detailed Risk Analysis. The Risk Management Plan (RMP) to be prepared by the Consultant.
- 5) Hold weekly/fortnightly project review meetings with MNGL or as mutually agreed.
- 6) To establish procedures for extra items in the contracts and supply orders.
- 7) Submission of Progress reports in various formats, as per the instructions of MNGL
- 8) Finalization and Closing of contracts after verification / certification of final documents, As Built Drawings, reports and handing over to MNGL.
- 9) Resolving disputes, arbitrations with vendors, contractors, if any.
- 10) Submit the project completion report, highlighting various problems encountered and solutions provided.

Material Planning (Steel):

- 1) Submission of Material Consumption Planning for the entire duration of contract- To be submitted 1 (one) month before the start of designated 2 years of contract. MNGL shall provide the business/execution plan.
- 2) Inspection of materials at vendor's place, where ever required and as per the instructions of MNGL, for which separate Man-days will be paid according to SOR.

The scope of Engineers to ensure/comply specific activities with the following Steel pipeline laying jobs is mentioned below:


1. Welding process inspection
2. Sand/shot blasting
3. Joint coating
4. Hydrostatic/pneumatic testing
5. Hot tapping works
6. Witness of Welder Qualifications
7. Procedure Qualification Record
8. Witness of Electrode Qualifications

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9. Witness of NDT activities such as UT, MPT, & DPT
10. Review/interpretation of RT Films
11. TCP material inspection, Installation, testing, pre-commissioning, commissioning & monitoring of TCP work as desired.
12. HDD and Boring works

Quality check & HSE compliances for the following activities with regards to Steel & PE (which would lay along with the steel pipeline in the same trench) are as under:


1. Route survey, verifying chainage done by contractors as per planned drawing
2. Cable location survey by Cat and Jenny and Cable Locator
3. Taking of trial pits
4. Marking out the trench
5. Erecting & maintaining continuous barricading
6. Displaying & maintaining the sign boards and pictograms
7. Availability of applicable personal protective equipment's to all site personnel
8. Ensure all contractor personnel have valid STC cards. In case STC cards have not been issued/are beyond validity, communicate immediately to EIC
9. Maintaining daily site opening and closing records
10. Conducting daily tool box talk and apprising the site personnel about the possible hazards that may be encountered during the course of the job
11. Excavation of the trench with hand tools, pneumatic breakers and mechanical excavators
12. Dewatering/diversion of water, if applicable
13. Safe stacking of the debris arising as a result of excavation while maintaining a clearance of 500mm from the edge of the trench
14. Providing temporary footways/passages for pedestrians & light traffic as required
15. Providing Red flash lights in the night time to avoid accidents
16. Achieving the required trench depth
17. Ensuring proper shoring/shuttering and maintaining confined space work permits in case of trench depths > 2.0 meters irrespective of the soil condition and also Permit to work (PTW) in case of Confined space entry
18. Sand padding in the trench
19. Lowering the pipe
20. Electro-fusion/welding of joints
21. Providing assistance & approving drains, culverts and nallah crossing deviations/ drawings.
22. Installation of SV, isolation, tap-off and stop-off valves
23. Providing warning tape & additional protection as applicable
24. Providing protection with respect to other utilities in the same trench while maintaining a 300 mm clearance from other utilities
25. Installation of pipeline route markers
26. Backfilling of the trenches
27. Flushing of laid pipeline network
28. Hydro-testing/pneumatic testing and swabbing of the laid pipeline network

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29. Leak repairs, if any
30. Purging & commissioning
31. Compaction of the backfilled trenches
32. Permanent surface reinstatement, wherever applicable
33. Design, detailed engineering of TCP, including formulae used, design calculations, BOQ, technical specifications and post commissioning monitoring methodology, data recording formats, quality assurance control
34. Assistance in installation, testing, pre-commissioning and commissioning of TCP work.
35. Preparation, checking, authorization and counter-signing of inspection reports on daily basis, pipe-book on weekly basis and as-built drawings & check-prints on bill to bill basis.

GENERAL CONDITIONS:

1. It is envisaged that all the tendering, material procurement and awarding the works would be done by MNGL in house resources (Technical assistance for tendering process may requires), Drawings and documents would be made available during the execution of works. PMC to manage construction management at site based on these inputs.
2. There may be minor changes in scopes during the implementation of the project. The consultant shall not be entitled for extra payment for the same.
3. The CONSULTANT shall perform the work under this CONTRACT with diligence and conforming to the best international practices available in this area.
4. The CONSULTANT shall perform their obligations conforming to rules, regulations and procedures prescribed by law.
5. The consultant shall take approval/concurrence from MNGL on major and critical issues e.g. Design Basis etc.
6. The CONSULTANT shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.
7. The CONSULTANT shall provide approved drawings etc. well in time to the contractor for commencing and proceeding with the work as per agreed schedule.
8. The CONSULTANT shall provide Attendance (location based) application for the purpose of daily attendance records.
9. The CONSULTANT shall provide weekly progress report in addition to fortnightly reports

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CONSULTANT MANPOWER:

1. The CONSULTANT shall deploy required no. of manpower, qualified and experienced personnel e.g. professional engineers, subordinate engineering personnel, construction supervisors, inspectors and other specialists of appropriate levels to ensure:
 - i. Quality in all stages and aspects as per requirement of codes, standards, specifications and best international practices
 - ii. Timely & expeditious completion of the project
 - iii. Economic project expenses
 - iv. The consultant shall submit the following for approval of the owner after award of agreement
 - v. Schedule of preliminary manning schedule
 - vi. Organization and reporting structure

The manpower of the CONSULTANT shall be on direct payroll of the CONSULTANT & no sub-contracting/ sub-letting is acceptable to MNGL.

The CONSULTANT shall submit CVs & experience of Project Manager & Site Engineers within 8 working days from the date of LOA/SO for MNGL approval. MNGL shall be at liberty to object to any nomination without giving any reason whatsoever and ask Consultant to submit more no of CVs for better candidate for the said positions.


Note: The Consultant shall deploy Vehicle (Four Wheeler) for the RCM and Site Engineers for Site works.

GENERAL:

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

QUALITY:

1. Ensuring and verifying the test certificates and calibration certificates prior to utilization of the equipment's/items
2. Inspection of trench dimension to the prescribed standards and its documentation
3. Witness welder qualification test
4. Witness electrode qualification test
5. Witness welding, sand blasting and coating
6. Witness of NDT activities such as RT, UT, MPT & DPT
7. Review/interpretation of Radiography Films
8. Inspection of lowering and recording pipe no. and length
9. Inspection of bottom padding, top padding and backfilling to the prescribed standard
10. Witness air pigging, hydro test and swabbing.
11. Submission of indicative "As Laid Sketch" to EIC.

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1. Preparation, authorization, checking and counter-signing of inspection reports on daily basis, pipe book on weekly basis and as-built drawings/check-prints on bill to bill basis.


Organization Responsibilities, Resources, Standards:

1. Provide sufficient and appropriate manpower, with clear responsibility and reporting structure to ensure that HSE performance is not compromised at any cost.
2. Provide orientation training program for all its employees involved in the work.
3. Implementation of HSE training of contractor personnel.
4. Setting up a mechanism for communication and feedback of HSE issues and performance among its staff on the site and to company representatives.
5. Establishment of an effective structure and schedule for HSE meetings involving all contractor personnel assigned to the work, to promote communications and involvement in HSE matters.
6. Complying with, and shall be able to demonstrate such compliance with
7. Relevant, Health, Safety, Security and Environmental Legislation
8. Company Policies, Procedures and Standards
9. The agency shall:
 - a) Provide written HSE procedure to cover hazardous operations available to all Contractors' personnel and Sub-contractors in their working language.
 - b) Ensure that all of its personnel shall abide by all Health, Safety, Security and Environmental rules of the Company at the site.
 - c) Ensure competency of its personnel in its emergency response procedure through a program of drills and testing.
 - d) Ensure that all tools, appliances, machines, vehicles or other equipment, are in safe working condition at all times.
 - e) Establish an HSE performance monitoring program on site that shall track and report aiming at:
 - f) Training observes from the workforce, keeping a ratio of 1 observer/20 workforce
 - g) Systematically observing workforce compliance with the desired behaviors
 - h) Identifying workforce behaviors that have impacts on HSE performance
 - i) Producing numerical ration of safe/unsafe behaviors
 - j) Analyzing and addressing and unsafe behaviors/ trends interface with company's incident investigation and reporting requirements.
10. Provide all inputs and support as company deems necessary to ensure all HSE activities that company initiates are successfully carried out and the actions arising are closed out to company satisfaction.

Other Terms and Conditions:

These services must be provided as and when required by the company.


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

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2. MNGL reserves the right to disqualify from work any operative nominated by the inspection agency who fails to achieve the required standards. MNGL may require the agency personnel to undergo periodic reassessment, refresher or update training.
3. Noncompliance may lead to stoppage of work / cancellation of contract / forfeiture of security deposit at MNGL's sole discretion.
4. The successful bidder shall submit to the concerned Project Leader, the bio-data of the technical personnel who shall carry out the services. These technical personnel shall carry out the services only after approval of the Project Leader.
5. The test reports and deviation statements have to be submitted as per standard performance to be provided by MNGL.
6. Quality of the cloth for the uniform for the Technical Personnel deployed should be same as that of MNGL uniform. Color can, however, be changed, 1 No. Fluorescent Jacket should also be provided by the agency to all its personnel. All the accessories to be supplied by the agency shall be of good quality and in a workable condition such that the purpose of usage of the safety devices is not defeated.
7. In case the agency personnel fail to deliver the requisite engineering services in time, MNGL has the liability to deduct the charges from the agency's bill on pro-rata basis.
8. The agency shall be liable for all statutory compliances as required under various laws / enactment / rules / provisions etc.
9. One coordinator shall be deployed by the agency for the requisite number of engineers, whose role will be to resolve day to day problems arising and during the course of contract.
10. It is expected that at peak of project more nos. of Engineers shall be required to be deployed at site for carrying out services as specified in Scope of Work.
11. Necessary Safety Accessories/ PPEs:
 - a) Safety shoes – 1 pair
 - b) Safety helmet – 1 no.
 - c) Safety goggles – 1 no.
 - d) Safety gloves – 1 pair
 - e) Ear Muff – 1 no.
 - f) Uniform shirts – 2 nos.
 - g) Fluorescent jackets – 1 no.
12. PMC should strictly follow all the instructions, rules & regulations regarding any Pandemic (e.g. COVID-19, Swine flu, SARS or etc.) situation as per the guidelines provided by Central & State Government time to time.

NOTES:

1. Engineers shall be provided with PPE's by the PMC Agency only and Engineers shall wear PPEs at the site.

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2. In case any appointed PMC Engineer leaves from the site, a leave shall be with MNGL's consent only. If the leave is with MNGL's consent, then no penalty shall be leaved.
3. If PMC Engineer is on leave, PMC Agency should provide substitute as per requirement of EIC/AIC & Site Condition.
4. In case of non-consented leave, a penalty @ two times of the man-day (Man month / 26 days) would be levied subject to maximum of 5% of the total contract value upto the date of a suitable replacement of the substitute.

QUALIFICATION & EXPERIENCE OF PERSONNEL:


- **Position Name: PMC PROJECT MANAGER / RCM**

Purpose of the Job:

1. Manages all activities of the consultant's team.
2. Responsible for the project progress, performance of the Services and management of the personnel to perform the Services with the required quality and progress.
3. Approvals like, Extra items, AHR items etc.
4. Responsible for reporting to Owner
5. Coordinator to PMC HO
6. Responsible for invoice certifications, settlement of disputes etc.
7. Project Manager should check RT films of the project randomly (min.10% of claimed joints).
8. Any deviation taken by the contractor while execution shall be signed & stamped by RCM/Project Manager
9. Approval of QAP/TCP Design/HDD calculations and profile and other relevant documents.
10. Verifying of Inspection reports randomly and follow-up for the updations inspection reports with site Engineers on weekly basis.
11. Arranging meeting with contractors and maintaining of MOM on fortnightly basis for each project.

Qualification, Knowledge & Skills:

1. Minimum Bachelor Degree in Engineering(Mechanical/Civil/Electrical)
2. Confirmed knowledge of project management, contracting procedures, construction issues, quality assurance etc.
3. Excellent written and verbal communications skills in English.
4. Excellent supervisory and leadership skills; experience in working in a multi-disciplinary environment.

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Experience:

1. Bachelor Degree – Minimum experience of fifteen (15) years in laying underground Steel pipeline carrying hydrocarbon fluid out of which minimum experience of five (5) years as PMC Project Manager/RCM in oil or gas projects.
2. Diploma – Minimum experience of Seventeen (17) years in laying underground Steel pipeline carrying hydrocarbon fluid out of which minimum experience of five (5) years as PMC Project Manager/RCM in oil or gas projects.

• **Position Name: Site Construction Engineer – (SCE)**

Purpose of the Job: Working level/ On site services


1. Supervision of site and coordinate with the Client and the contractors to perform the project/ construction and commissioning of the Facilities and in-charge of Quality Control in respect of Performance of Services. They will responsible for the control of Quality Assurance and quality control of the project.
2. Supervises HSE during construction and commissioning of the Facilities.
3. Responsible for measurement of work executed.

Qualification, Knowledge & Skills:

1. Minimum Bachelor Degree in Engineering (Mechanical/ Civil)
2. ASNT/ISNT – Level II/III (For steel line)
3. Coating activities shall be supervised and inspected by experienced and competent engineer certified by NACE or equivalent.
4. Good knowledge of Quality Assurance and control methods.
5. Good written and verbal communications skills in English.
6. At least one engineer deployed by PMC shall be expert in installation & commissioning of Cathodic Protection Work.

Experience:

1. Bachelor Degree – Minimum experience of five (5) years in laying underground Steel pipeline carrying hydrocarbon fluid.
2. Diploma – Minimum experience of Seven (7) years in laying underground Steel pipeline carrying hydrocarbon fluid

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➤ **Deployment Locations and Vehicle Requirements:**

i. Pune City

- 1 (One) Vehicle for RCM
- 1 (One) Vehicle for SCEs

ii. Outside Pune City

- 1 (One) Vehicle for RCM
- 2 (Two) Vehicles for SCEs


iii. Operational Requirements

- Each vehicle shall cover 3,000 kilometers per month.

iv. Vehicle Specifications

- Preferred Vehicle Models: Swift Dzire/Wagon R
- Manufacturing Year: 2021 or later
- Fuel Type: CNG

v. **All vehicles Should Have Vehicle tracking System:- GPS**


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TIME SCHEDULE

(ANNEXURE-2 TO SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

The consultant shall provide the Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA for a period of two years from the date of Service Order (SO) which can be extended by further 6 months at the sole discretion of MNGL on the same rates & Terms and conditions.


(STAMP & SIGNATURE OF BIDDER)

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**MEASUREMENT OF WORK
(ANNEXURE-3 TO SPECIAL CONDITIONS OF
CONTRACT – TECHNICAL)**

1.0 GENERAL

- 1.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in-charge.
- 1.2 Payment will be made based on joint measurements taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on “Approved for Construction” drawings, to the extent that the work conforms to the drawings and details are adequate.
- 1.3 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.

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**TERMS OF PAYMENT
(ANNEXURE-4 TO SPECIAL CONDITIONS OF
CONTRACT – TECHNICAL)**


TERMS OF PAYMENT

Payment shall be made as per the following terms: -

- a) Payment will be made on the man month rate on monthly basis.**
 - b) Consultant has to submit the declaration for authorized signatory for signing the invoices as well as other correspondence documents before raising the bills to concern Engineer-in-charge.**
 - c) 90% of the man month rate shall be payable against the man month spent during the construction supervision / inspection / project management services / coordination etc. as per PMC scope.**
- Remaining 10% shall be paid against the acceptance of project completion report / contract closure report as detailed in the scope of work, commissioning of the system & Final acceptance by MNGL.
- d) Payment shall be made within 15 days of submission of invoice by the PMC, payable by an account payee cheque / RTGS in favor of the name of the consultant.**

Note: -

- 1) Bidder's RA bill shall be processed after verification of following labor compliances:**
 - A) Labour License - THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970**
 - B) Wages Register in Form 17 - THE CONTRACT LABOUR (R & A) Central Rules, 1971, (Monthly)**
 - C) Muster Roll - THE CONTRACT LABOUR (R & A) Central Rules, 1971, (MONTHLY - Form 16)**
 - D) Register of Fine, Advance & Overtime (Form 21, Form 22 & Form 23) - THE CONTRACT LABOUR (R & A) Central Rules, 1971, (MONTHLY - If any deduction shows in the Wage register)**
 - E) Wage payment proof - Monthly wages payment statement [Payment should be made ONLY by Cheque / Bank Transfer]**

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PART – E

SCHEDULE OF RATES FOR

Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.


Schedule of Rates (SOR) is enclosed on e-tendering portal.

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

Note: The quantities indicated in SOR against all individual item are tentative and may vary considerably depending upon site condition, methodology adopted as per site requirement with due approval of Owner/ Consultants.

General Note:

1. All SOR item shall be quoted by the bidder in the price part of the bid otherwise bid will be rejected.
2. Prices quoted shall be inclusive of all taxes/duties and nothing extra shall be payable by the owner except for statutory variation in Goods & service tax rate during the contractual period. Bidder shall note that any error in estimating these taxes & Duties (GST) will be to Bidder's Account

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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 “CONSULTANT” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the Maharashtra Natural Gas Ltd., Plot No. 27, 1st Floor, Narveer Tanajiwadi PMPML Bus Depot Commercial Building, Shivajinagar, Pune – 411005 hereinafter called “MNGL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

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

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


AND WHEREAS

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

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

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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for a period of 2 years for hiring of Project Management Consultant (PMC) services for steel pipeline laying & associated works for CGD Network of Pune GA.</p> <p>Bid document No. MNGL/CP/2024-25/172</p>
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Signed and Delivered for
and on behalf of
M/s Maharashtra Natural Gas Ltd.

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

Signed and Delivered
for and on behalf of

Date : _____

Place: _____

1. _____

2. _____