



MAHARASHTRA NATURAL GAS LIMITED


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

**CNG & CITY GAS DISTRIBUTION PROJECT
FOR MNGL**

**Bid document for
Tender for Rate Contract for the period of 2 years for
Hiring of Construction Supervision Agency (CSA) for
O&M Nashik GA of MNGL.**

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


Bid Document No: MNGL/CP/2024-25/180 dated 28.02.2025

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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CONTENTS


VOLUME I OF II

- PART – A**
- 1. INVITATION FOR BIDS**
 - 2. ACKNOWLEDGEMENT CUM CONSENT LETTER**
 - 3. SUBMISSION OF BID**
- PART – B**
- 1. INSTRUCTION TO BIDDERS**
 - 2. ANNEXURES TO INSTRUCTIONS TO BIDDERS**
- PART – C**
- 1. GENERAL CONDITIONS OF CONTRACT (SERVICES)**
 - 2. ANNEXURES TO GENERAL CONDITIONS TO CONTRACT**

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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PART - A

1.0 INVITATION FOR BIDS (IFB)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL. Bid No.: MNGL/CP/2024-25/180
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**SECTION-I
INVITATION FOR BIDS (IFB)**


BID DOCUMENT NO.: MNGL/CP/2024-25/180

Date: 28.02.2025

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/2024-25/180 dated 28.02.2025
ITEM(S)	Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Scope of Work of Vol II of II of tender document.
EARNEST MONEY/ BIDSECURITY	Rs. 67,000/- (Rupees Sixty Seven Thousand 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	Not applicable
Bid submission due date and time	17.03.2025 till 15:00 Hrs. IST
Bid Submission at	https://etenders.gov.in
Techno-commercial bid opening date and time	18.03.2025 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 Dept, Maharashtra Natural Gas Limited, Pride Purple Coronet, 2 nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000/1156 Email: gasaid@mngl.in, kavita.sadaphule@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 the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</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 must register itself on CPPP's website <https://etenders.gov.in/eprocure/app>. Please also note that the bidder must obtain digital signature token for applying in the tender and in general, activation of registration may take 24 hours' subject to the submission of all requisite documents required in the process.

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

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


3.0 DOWNLOADING OF TENDER DOCUMENT

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

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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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meeting can be organized through video conferencing or physically. In case of physical meeting, the venue of pre bid meeting is MNGL office at Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045.

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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Further the bidders are advised to ensure that their offer is on single bidder responsibility basis and in total compliance of scope of supply as specified in Bid Document.

- 5.4 The bid should be prepared by the "Sole Bidder" and should be sent to MNGL directly. MNGL reserve the right to reject offers made by intermediaries' representatives.
- 5.5 Bidder shall ensure that Bid Security having a validity of 6(SIX) months from the bid due date, must accompany the offer in the format made available in the Bid Document.
- 5.6 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.
- 5.7 MNGL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.
- 5.8 **ZERO DEVIATION TENDER**
Bidder shall note that if any deviations are taken to the under mentioned provisions of Bid Documents by the Bidder the bid is liable to be rejected: -
 - i) Do not meet BEC Criteria
 - ii) Bid Security
 - iii) Performance Security (Contract Performance Bank Guarantee), 3% of Annualized Contract/Order value
 - iv) Delivery Period
 - v) Terms of Payment
 - vi) Force Majeure
 - vii) Resolution of Dispute/Arbitration
 - viii) Termination of Contract,
 - ix) Warranty and Guarantee
 - x) Offer not submitted for complete scope of work
 - xi) Firm prices
 - xii) Prices not quoted as per Schedule of Rates formats.
 - xiii) Bidder have been banned by Government of India or any its Agency/ Undertaking/ Department of Government of India.
 - xiv) Bidder is under liquidation.
 - xv) Bids not conforming to technical specification/requirements.
 - xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
 - xvii) Price Reduction Schedule.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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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

Kavita Sadaphule
Manager (C&P)

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

Note:

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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ANNEXURE-I to IFB

BIDDER'S ELIGIBILITY CRITERIA

1.0 BRIEF PROJECT DETAILS

Maharashtra Natural Gas Limited (MNGL) is a joint venture company of M/s GAIL (India) Limited 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, Nanded and Sindhudurg in Maharashtra, Nizamabad in Hyderabad and Ramanagara in Karnataka.

2.0 SCOPE OF WORK:

This tender deals with **Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.**

3.0 BIDDER'S ELIGIBILITY CRITERIA:

A TECHNICAL:

A.1 The Bidder should have successfully executed /completed a single/multiple contract of minimum value Rs. 8.40 Lakhs for involving Construction Supervision Services / Third party Site inspection services (PNG/Steel) of City Gas Distribution Project in India in preceding 5 years reckoned from the final due date of submission of bid.


Bidders must submit documentary evidence like work order / letter of award and its completion/execution certificate issued by client in support to fulfil the criteria mentioned above.

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

4.0 Evaluation and award of contract:

Evaluation shall be done on overall least cost basis to the Purchaser.

Note: In case of tie for L-1 bidder, the order shall be placed on the bidder having highest turnover during the preceding 03 (Three) Financial Years i.e. 2021-22, 2022-23 & 2023-24.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL. Bid No.: MNGL/CP/2024-25/180
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Annexure- II to IFB

FORMAT-A

ANNUAL TURNOVER

Applicant's Legal Name:

Date:

Tender No.:

Page of

Each bidder must fill in this form (Single Entity)


Annual Turnover data for the last 3 audited financial years.

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

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

Signature of Bidder

(*) To filled by Owner

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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**Annexure- III to IFB
FORMAT-B**

FINANCIAL SITUATION

Applicant's Legal Name:

Date:

Tender No.:

Page of

**Each bidder must fill in this form
FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR**


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

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


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

Signature of Bidder

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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2.0 ACKNOWLEDGEMENT CUM CONSENT LETTER

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

Kind Attn: Ganesh Said, Chief 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) Contact Person at Pune, if any: -

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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c) We are hereby returning the bid document as we are unable to bid for the reasons given below.

Reasons for non-submission of Bid:

COMPANY'S NAME : _____

SIGNATURE : _____


NAME : _____

DESIGNATION : _____


DATE : _____

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

(SIGNATURE OF BIDDER)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
---	--

3.0 SUBMISSION OF BID


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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MEMORANDUM

(a) General Description of Work _____

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

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

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


(c) Contract Performance Bank Guarantee (CPBG) 3% of the annualized CONTRACT amount which will be paid in the manner set out in the General Conditions of Contract.

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

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

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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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Dated the _____ day of _____ 2024


Witness:

Name in Block Letters:

Address:

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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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PART – B

1.0 INSTRUCTION TO BIDDERS (ITB)



 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
---	--

TABLE OF CONTENTS

INSTRUCTION FOR ONLINE BID SUBMISSION

- A. General**
 1. Scope of Bid
 2. Eligible Bidders
 3. Bid Evaluation Criteria
 4. Bids from Consortium – **Not Applicable**
 5. One Bid per Bidder
 6. Cost of Bidding
 7. Site Visit
- B. Bidding Documents**
 8. Content of Bidding Documents
 9. Clarification of Bidding Documents
 10. Amendment of Bidding Documents
- C. Preparation of Bids**
 11. Language of Bid
 12. Documents Comprising the Bid
 13. Bid Prices
 14. Bid Currencies
 15. Bid Validity
 16. Bid Security
 17. Pre-Bid Meeting
 18. Format and Signing of Bid
 19. Zero Deviation
 20. Mode of Payment
 21. Agent/ Consultant/ Representative/ Retainer/ Associate
- D. Submission of Bids**
 22. Deadline for Submission of Bids
 23. Late Bids
 24. Modification and Withdrawal of Bids
- E. Bid Opening and Evaluation**
 25. Bid Opening
 26. Process to be Confidential
 27. Contacting the Employer
 28. Examination of bids and Determination of Responsiveness
 29. Opening of Price Bids
 30. Correction of Errors
 31. Conversion to Single Currency for Comparison of Bids
 32. Evaluation and Comparison of Bids
 33. Preference for Domestic bidders
 34. Purchase Preference
 35. Compensation of Extended Stay – **Not Applicable**
- F. Award of Contract**
 36. Award
 37. Employer's Right to accept any bid and to reject any or all Bids
 38. Notification of Award
 39. Signing of Agreement
 40. Contract Performance Security
 41. Corrupt or Fraudulent Practices
 42. Land Border Clause

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</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 II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

SEARCHING FOR TENDER DOCUMENTS

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
---	--

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.


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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SUBMISSION OF BIDS:

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

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


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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x) After the bid submission (i.e., after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.


ASSISTANCE TO BIDDERS:

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNG.</p> <p>Bid No.: MNG/CP/2024-25/180</p>
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A. GENERAL:

1. Scope of Bid:
 - 1.1 The Purchaser as defined in the General Conditions of Contract, hereinafter "the Purchaser" wishes to receive bids for the supply of goods as described in Section-IV, Special Condition of Contract.
 - 1.2 The successful bidder will be expected to complete the Scope of supply within the period stated in IFB.
 - 1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/tendered", "bidding/ tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.
2. Eligible Bidder:
 - 2.1 Bidders shall, as part of their bid, submit a written power of attorney, authorizing the signatory of the bid to bind the bidder.
 - 2.2 This Invitation for Bids is open to any bidder and to pre-qualified bidders in case of limited tender.
 - 2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
 - 2.4 The bid should be from actual manufacturers. The bids from sole selling agents / authorized distributors/ authorized dealers /authorized supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorize them to market their product, provided further such an authority letter is valid at the time of bidding. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.
 - 2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
 - 2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in IFB, bidders past performance shall also be assessed *for* ascertaining the responsiveness of the bid. In such a case. the decision of Purchaser shall be final and binding on the bidder.
 - 2.7 The bidder is not put on blacklisted/ debarred/ terminated/ banned by any Govt. Department/ MNG/MoP&NG/Oil Public Sector Enterprise(s).
3. One Bid per Bidder:
 - 3.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified. If bid of companies which is managed & controlled by same group of individual (common

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
---	--

owners/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed, and bids will be disqualified.

3.2 Also, if this fact is known at a later stage during bid evaluation or even after finalization of contract, the award will be made null and void and appropriate action including forfeiting of security deposit in any form and putting the firms on holiday list will be taken.

3.3 Alternative bids are not acceptable.

4. Bidder Eligibility:

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

5. Cost of Bidding:

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

B. BIDDING DOCUMENT:

6. Content of Bidding:


6.1 The bidding documents are those stated below Documents and should be read in conjunction with any addenda issued in accordance with ITB Clause

- a) IFB, ITB, GCC, ATC
- b) SCC, MR &TS, SOR, etc.

6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Invitation for Bids (IFB) together with all its attachments thereto, shall be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

7. Clarification of Bidding Documents:


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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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8. Amendment of Bidding Documents:
 - 8.1 At any time prior to the bid due date, the PURCHASER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.
 - 8.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 7.0 and shall be hosted on the on website www.mnpl.in and CPPP's e-tendering website before bidding due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders' query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders' query hosted on the above websites before submitting the bid.
 - 8.3 The PURCHASER may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issue.
 - 8.4 Bidders are advised to visit www.mnpl.in and CPPP's e-tendering website from time to time to get updated information / documents.

C. PREPARATION OF BIDS:

9. Language of Bid:
 - 9.1 The bid prepared by the bidder as well as all correspondence/drawings and documents relating to the bid exchanged by bidder and the PURCHASER shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.
 - 9.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement system shall be applied.
- 10 Documents Comprising the Bids:
 - 10.1 The bid prepared by the bidder shall comprise the following components that are required to be provided on the e-tendering portal:
 - 10.1.1 UN-PRICE BID (Part -I):
 - a) Price Schedule (with price figures blanked) completed in accordance with ITB Clauses 11, 12 & 13.
 - b) Documentary evidence establishing that Bidder is eligible to bid and meets qualification criteria in accordance with ITB Clause 14.
 - c) Documentary evidence establishing Goods' eligibility and conformity to Bidding Documents in accordance with ITB Clause 15
 - d) Power of Attorney of the signatory to the Bidding Document.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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- e) Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc.
- f) One Original of Bidding Documents along with addendum/corrigendum no. duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
- g) Agreement between principal and Agent/ Consultant /Retainer/ Associates indicating their relationship & assigned service in case of foreign bidder.
- h) Various forms & formats including bid form enclosed as Attachment to GCC/SCC to be duly filled & submitted.
(Please note space for prices to be kept blank in these documents, which are meant for Part – I of the bids.)
- i) List of 2(two) years spares with blank price, if applicable, in line with Unprice part.
- j) List of commissioning spares, if applicable, in line with Technical part
- k) Any other information/details required as per bidding document including addendum/ corrigendum to this bidding document, if issued.

10.1.2 PRICED BID (Part -II):

Price Schedule / SOR Sheet is to be filled online through web portal <https://etenders.gov.in>

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

11. Bid Form & Price Schedule:


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

12. Bid Prices:

- 12.1 The Bidder shall e-quote Bid Prices on appropriate format of “Schedule of Rates” (SOR) as enclosed part of bid documents as it proposes to supply under the contract.


12.2 Indian Bidders shall indicate the following separately (as per Price Schedule)

- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B) Goods & Service Tax / Turnover (rates) which will be payable on the finished goods, if this contract is awarded.
- C) The bidders shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price. Essentiality certificate may be provided by the Purchaser for Project imports, wherever applicable.
- D) The statutory variation in Goods & Service Tax on finished goods covered under Cl. 12.1 B within the contractual delivery period shall be to MNGL's account. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to MNGL. Further, any statutory variation in the rate of customs duty (except Goods & Service Tax) within contractual delivery period,

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
---	--

on-the actual CIF value of import content, but subject to maximum of such duty payable on quoted CIF value, under Cl. 12.1 (A) shall also be to MNGL's account. In case of delay in delivery, any increase in the rate of customs duty beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to MNGL.

- E) The total amount which can be claimed / set off by MNGL for CENVAT (for Goods & Service tax) separately.
- 12.3 Inland transportation, other local costs incidental to delivery of the goods to its destination (FOT-site) shall be quoted by the Bidder.
- 12.4 The bidder's break-up of price components in accordance with above sub-clauses will be solely for the purpose of facilitating the comparison of bids and will not in any way, limit the Purchaser's right to contract on different terms.
- 12.5 Fixed Price: Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract and not subject to variation on any account except for variations permitted under 12.1 D for domestic bidders. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 12.6 The delivery terms shall be interpreted as per INCOTERMS 2010.
- 13 Bid Currencies:
- 13.1 Bidders shall submit their bids in Indian Rupees only.
- 14 Documents Establishing Bidder's Eligibility and Qualification
- 14.1 Bid Evaluation Criteria:
- 14.1.1 Pursuant to evaluation Criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting Bid evaluation criteria.
- 14.2 Bidders Eligibility Criteria:
- 14.2.1 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.
- 14.2.2 The documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted, shall establish to the PURCHASER'S satisfaction:
- that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture (or otherwise, produce, the, Bidder has been duly authorized by the goods Manufacturer or producer to supply the goods in the Purchaser's country.
 - that the Bidder has the financial, technical and production capacity necessary to perform the contract.
 - that, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair and

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
---	--

spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

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

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

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

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

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

15.3 For purpose of the commentary to be furnished under Clause-15.2 above, the bidder shall note that standards for workmanship, material and equipment and reference to brand names or catalogue numbers, designated by the PURCHASER in its Technical Specifications are intended to be descriptive only and not restrictive.

16 Period of Validity of Bids:

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


16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post e-mail). A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB Clause 17.0 in all respects.

17 Bid Security:

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

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

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


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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MNGL shall not be liable to pay any bank - charges, commission or interest on the amount of bid security.

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

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

- 17.4 Any bid not secured in accordance with ITB Clause 17.1 and 17.3 may be rejected by the PURCHASER as non-responsive
- 17.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible after award of contract and signing of agreement.
- 17.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to ITB Clause-41 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-42.
- 17.7 The bid security may be forfeited:
 - a) If a bidder withdraws his bid during the period of bid validity.
 - b) in the case of a successful bidder, if the bidder fails:
 - i) to accept the Purchase Order in accordance with ITB Clause-41 or
 - ii) to furnish Performance Guarantee in accordance with ITB Clause-42
 - iii) to accept correction of errors pursuant to ITB Clause 32.0
 - c) If the Bidder changes the proposed manufacturer after submission of his bid.
- 17.8 Bid Security should be in favor of Maharashtra Natural Gas Limited and addressed to MNGL. Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be in the form provided in the Bidding Document.
- 17.9 **The Indian / Domestic firms registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing Bid Security, provided they are registered for the items / work they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.**
- 18 Format and Signing of Bid
- 18.1 The bidder shall prepare one original of the document comprising the bid as per clause 10.0 of ITB marked "original".
- 18.2 The original of the bid shall be typed or written in indelible ink and shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except any catalogues/ literatures shall be signed and sealed by the person or persons signing the bid.
- 18.3 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the persons signing the bid.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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19 Zero Deviation

19.1 Bidders to note that, MNGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract, Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of supply, technical specifications etc, to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer.

19.2 If any deviations are taken to the under mentioned provisions of Bid Documents by the Bidder the bid is liable to be rejected: -

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

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

20 Mode of Payment:


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

21 Agent/ consultant/ Representative/ Retainer/ Associate – Not applicable

D. SUBMISSION OF BIDS:

22.0 PREPARATION OF BIDS:

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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Note: All pages of the bid offer to be signed and stamped by an authorized representative (as described in bid document) of the bidder.

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

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

23.0 DEADLINE FOR SUBMISSION OF BID:

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

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

24.0 LATE BIDS:

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

25.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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


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

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

E. OPENING AND EVALUATION OF BIDS:


26. **Bid Opening:**

26.1 The Purchaser will open all bids on the e-tendering portal in the presence of bidder(s) representatives who choose to attend, at the time, on the date and place (as specified in


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNG.</p> <p>Bid No.: MNG/CP/2024-25/180</p>
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IFB). The bidder(s) representatives, who are present, shall sign an attendance sheet evidencing their attendance, if so, required by the Purchaser.

- 26.2 The Bidder's names and the presence or absence of requisite Bid Security (EMD) and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for bids without EMD.
- 26.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser any documents pertaining to its bid is not being acknowledged and relevant portions read out.
- 26.4 The Purchaser will prepare a bid opening statement to be signed by all representatives present during bid opening.
- 27 Process to be Confidential:
- 27.1 Information relating to the examination, clarifications, evaluation and comparison of bids and recommendations for the order, shall not be disclosed to bidders or any other person officially concerned with such process.
- 28 Contacting the Purchaser:
- 28.1 From the time of the bid opening to the time of the release of order, if any bidder wishes to contact the Purchaser for any matter relating to the bid, it should do so in writing.
- 28.2 Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.
- 29 Preliminary Examination of Bids:
- 29.1 Technical-Commercial Bid Evaluation
- 29.1.1 The PURCHASER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 29.1.2 Prior to the detailed evaluation, the PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For purposes of this determination a responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without deviations, objections, conditionally or reservations.
- 29.1.3 No deviation whatsoever, is permitted in the Bidding Documents and the Priced bids of those bidders whose Un-Priced bids contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened and returned un-opened to such bidder(s).

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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- 29.1.4 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- 29.1.5 The Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:
- (a) Overall completeness and compliance with the Technical Specifications; quality function and operation of the process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
 - (b) Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.
- 29.2 Requisite forms contain all necessary information including those, required for meeting qualifying criteria stipulated in the Bidding Document.
- 30.0 **OPENING OF PRICE BID:**
- 30.1 In case of two-part bidding, the Bidders whose bids are found substantially responsive shall be invited to attend the opening of price bid. Such bidders may be required to attend the price bid opening at a short notice. The place, date and time of price bid opening will be informed to all such Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 30.2 The bid prices stated in the price schedules will be announced during price bid opening.
- 31 Arithmetic Corrections:
- 31.1 The bids will be checked for any arithmetical errors as follows:
- 31.1.1 In case of any discrepancy between prices in words and prices in figures, the prices in words shall be valid and binding. In case of any error in total indicated by the Bidder, the unit price alone shall be considered valid and binding on the Bidder.
- 31.1.2 If the bidder does not accept the correction of errors, his bid will be rejected, and the bid security will be forfeited.
- 32 Conversion to Single Currency *[Applicable in ICB tenders only]*:
- 32.1 To facilitate evaluation and comparison, the PURCHASER will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Bills selling exchange rate declared by the State Bank of India on the working day prior to Priced bid (Part-II) opening.
- 33 Evaluation and Comparison of Bids:

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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33.1 The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause - 30.

33.2 Bid Evaluation and Comparison Criteria:
The evaluation of all the responsive bids for supplies to be arrived at the lowest evaluated offer as under:

(A) **Domestic Bidders:**

The evaluated price of domestic bidders shall include the following:

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

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

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

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

34 Domestic Preference:

34.1 VOID

F. AWARD OF CONTRACT:


35 Post Qualification:

35.1 In the absence of pre-qualification, the PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.


35.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the PURCHASER deems necessary and appropriate.

35.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.

36 Award Criteria:

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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- 36.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 37 PURCHASER's Right to Vary Quantities at Time of Award:
- 37.1 PURCHASER reserves the right at the time of award of ORDER to increase or decrease by **up to 20%** the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.
- 38 PURCHASER's Right to Accept Any Bid and to reject Any or All Bids:
- 38.1 PURCHASER reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the PURCHASER'S ACTION.
- 39 Notification of Award/ Fax of Intent / Purchase Order:
- 39.1 Prior to the expiration of period of bid validity, the PURCHASER will notify the successful bidder in writing, by fax or email to be confirmed in writing that his bid has been accepted. The notification of award/ Fax of Intent / Purchase Order will constitute the formation of the Contract.
- 39.2 Delivery shall be counted from the date of Delivery Order.
- 39.3 Upon the successful bidder's furnishing of contract performance bank guarantee. Pursuant to ITB Clause-42, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security pursuant of ITB Clause 17.
- 40 Acceptance of Purchase Order:
- 40.1 PURCHASER will issue the Purchase Order to the successful bidder, who, within 15 days of receipt of the same, shall sign all pages and return the acceptance copy to the PURCHASER.
- 41 Income Tax Liability:
- 41.1 The bidder will have to bear all income tax liability, both Corporate as well as for his personnel.
42. **Contract Performance Security:**
- 42.1 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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

42.2 The contract performance security shall be for an amount equal to 10% of the annualized value of the contract towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee/ DD/ Letter of Credit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. This Bank Guarantee shall be valid for a period as stated in Article-24 of General Conditions of The Contract.

42.3 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.

43. Corrupt or Fraudulent Practices


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

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

44. 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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

- III. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- IV. "Bidder from a country which shares a land border with India" for the purpose of this:
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- V. "Beneficial owner" for the purpose of above (4) will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNG.</p> <p>Bid No.: MNG/CP/2024-25/180</p>
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juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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Attachment- 1

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


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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2.0 ANNEXURE TO INSTRUCTIONS TO BIDDERS (ITB)


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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BID EVALUATION CRITERIA
{Annexure – I TO Instruction to Bidder (ITB)}

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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EVALUATION / COMPARISON OF BIDS

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

2.0 **EARNEST MONEY DEPOSIT**

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

Note:

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

3.0 **DEVIATION TO STIPULATIONS**

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

4.0 **CONFORMANCE TO SCOPE OF WORK**


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

5.0 **EVALUATION OF PRICE BIDS**

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


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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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LIST OF FORMATS

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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CONTENT

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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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 the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</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 _____, including technical specifications, drawings, General and Special Conditions of Contract and schedule of rates etc. The receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of _____ and in conformity with, the said Bid Document, including Addenda Nos. (if any).

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

If our bid is accepted, we will provide the performance security equal to 3% (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 the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</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. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-3A.
3. Organization chart of the bidder and the structure assigned for execution of the work under this bid.
4. Methodology of execution of work.
5. Execution schedule with interlinking of various activities.
6. Copy of Bidding Documents along with addendum/ corrigendum no. duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.

(SEAL AND SIGNATURE OF BIDDER)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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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				

- The information supplied should be the Annual Turnover of the Bidder.
- 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				

- 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 the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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Sheet 1 of 2

F-4

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be stamped in accordance with the Stamp Act)

Ref: Bank Guarantee No.
Date

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

Dear Sir(s),

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

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

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

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

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this
_____ day of _____ 2023 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 the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</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 months to the date of expiry of the bid validity unless otherwise specified in the Bid Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee/ all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.
5. Bidders must indicate the full postal address of the bank along with the bank's E-mail/ Fax. from where the earnest money bond has been issued.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</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.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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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 the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</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 the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</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: Please refer Proforma at Section – III of Vol. II of II


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

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

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

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

(SEAL AND SIGNATURE OF BIDDER)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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**F-9
PRESENT COMMITMENTS OF THE BIDDER**

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

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

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

(SEAL AND SIGNATURE OF BIDDER)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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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, PUNE vide
SO No. _____ dated _____.

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

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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</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 the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</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 Raod, Baner,
Pune – 411045

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name _____ of _____ Tender _____ / _____ Work: _____ -

Dear Sir / Madam,

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

_____ as per your advertisement, given in the above-mentioned website(s).

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


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

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


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

6. I / We certify that all information furnished by our Firm is true & correct and 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 the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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COMMERCIAL QUESTIONNAIRE
{Annexure – III to Instruction to Bidder (ITB)}


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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COMMERCIAL QUESTIONNAIRE

Note:


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

Sl. No.	MNGL's Query	Bidder's Reply/ Confirmation
1.	Confirm that your Bid is valid for 4(four) month from the last date of submission of Bid.	
2.	Confirm that the following documents are submitted with Part-I:	
i)	All documents in relevant Section as per CHECK LIST	
ii)	Schedule of Rates/ Prices without specifying the rates/ prices are submitted in unpriced part, exactly as per the priced portion submitted in Part-II. In case some of items have not been quoted, such items should be identified in blank price format.	
iii)	Addendum duly signed and stamped on each page as a token of acceptance (applicable if issued).	
3.	Rates/ amount must be filled in format for 'Schedule of Rates' enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected. In any case, Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on the Bidder. Please confirm.	
4.	Confirm that deviation/ terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	
5.	Confirm that you have studied complete Bidding Document including Technical and commercial part and your Bid is in accordance with the requirements of the Bidding Document.	
6.	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
7.	Confirm your acceptance for 'Scope of Supply' as mentioned in Bidding Document.	
8.	Confirm your compliance to critical stipulations of tender document as mentioned below	
i	Defect Liability Period clause no. 80.0 of GCC	
ii	Contract Performance Security – clause no. 24.0 of GCC	
iii	Schedule of Rates – clause no. 87.0 of GCC	
iv	Arbitration – clause no. 107.0 of GCC	
v	Termination – Clause nos. 32.0 A & B of GCC	
vi	Terms of Payment – as per tender document	


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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Sl. No.	MNGL's Query	Bidder's Reply/ Confirmation
vii	Price Reduction Schedule – As per SCC & GCC	
9.	Confirm your acceptance for `Time Schedule' as mentioned in Bidding Document.	
10.	Confirm that your quoted price includes following taxes/ duties, insurance etc.	
i)	All taxes, charges and duties assessed or levied in respect of profits earned or income receivable by the Contractor by reason of this Contract.	
ii)	All taxes, duties as per applicable for this WORK in accordance with the provision of General Conditions of Contract and Special Conditions of Contract.	
iii)	All types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract.	
11.	Confirm that you have proposed adequate project/ site organization with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning stores, QA/ QC etc.	
12.	Confirm that all costs resulting from safe execution of WORK, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	

(STAMP & SIGNATURE OF BIDDER)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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CHECK LIST
{Annexure – IV to Instruction to Bidder (ITB)}

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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CHECK LIST FOR SUBMISSION OF BID

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

(A) EMD/ BG DETAILS ETC.

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

(A.2) EMD/ BID GUARANTEE/ BID SECURITY
Bidder to confirm that EMD/
Bid Guarantee/ Bid Security has
Been submitted by them as
per Tender Proforma (i.e. F4)
Submitted ☐

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

OR

(2) By Demand Draft
DD No. _____ dt. _____
Drawn on _____
For Rs. _____
Original shall be submitted in original copy and its zerox copy in other copies.

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


(B) CONFIRMATION OF VARIOUS FORMATS

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

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

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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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Submitted

Submitted for the years:

- 1) _____
2) _____
3) _____

(B.5) PF Registration Certificate
Submitted ☐ PF Registration No. _____

(B.6) Goods & Service Tax Registration Certificate
Submitted ☐ GST Registration No. _____

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

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

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

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


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

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

(D) **REGARDING TECHNICAL DETAILS**


(D.1) Technical Details/ Documents specified
in Technical Part
Submitted ☐ Not Applicable ☐

(STAMP & SIGNATURE OF BIDDER)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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PART-C

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</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 the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</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 Scope of work.
- 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.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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- ☐ MNGL shall pay the undisputed amount of the invoice(s) according to Article - 3.5.3 hereof.
- ☐ 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 bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs.100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The value of Contract Performance Guarantee shall be 10% of the annualized contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid for a period of three months beyond the guarantee/warranty period of the contract. The format of performance guarantee is annexed hereto (**Annexure-C**). All expenses incurred in obtaining of such guarantee shall be borne by 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 the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

ARTICLE 3.8: TAXES AND DUTIES

- 3.8.1 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.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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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.

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.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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ARTICLE 3.10: LEGAL CONSTRUCTION

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

ARTICLE 3.11: SUSPENSION OF THE PERFORMANCE OF DUTIES AND SERVICES

3.11.1 MNGL may suspend in whole or in part – the performance of services of 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.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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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 to which performance of work executed as determined by MNGL till the date upon which such termination becomes effective.

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

ARTICLE 3.17: MODIFICATION

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

ARTICLE 3.18: CONTRACT/AGREEMENT


The notification of award along with agreement on non-judicial stamp paper of appropriate value as per proforma (**Annexure – B**) within 10 days from the date of receipt of SO, the cost of stamp paper is to be borne by 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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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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.

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.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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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**.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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VOLUME II OF II

CONTENTS

Section-I	Scope of Work including Time Schedule
Section-II	Special Condition of Contract (SCC)
Section-III	Schedule of Rates (SOR)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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Scope of work

1. Job Title:

Construction Supervision agency (CSA) for PNG O&M, After Sales, Disconnection, Reconnection, Recovery activities at Nashik GA.

2. Background:

MNGL's City Gas Distribution Project comprises of the Steel Pipeline Carrying natural gas at Pressure of 19 bar and Medium Density Poly-Ethylene (MDPE) pipelines carrying pressure of 4 bars. The construction of this network is carried out as per applicable standards, MNGL's code of practice & statutory requirements. The Constructed Charged network therefore calls for Operation and Maintenance activity a thorough nature of site inspection, supervision and monitoring in order to ensure the specifications and requirements. The CSA is aimed at achieving the above and is expected to devote conscious efforts to this end in line with MNGL's organizational goals.


3. Job coverage:

The CSA are required to provide inspection, supervision and monitoring of the MDPE/Steel and GI/Cu Constructed Charged Network by means of constant physical presence of the Construction Supervision Engineer's (CSEs) deputed at site. The inspection agency shall be required to provide CSA services in Nashik-GA, as per the business expansion plans of MNGL. The list given below however doesn't limit the scope and therefore any other activity(ies) related to MNGL Constructed Charged network, arising out in the course of the job, shall be included in the same.

For better quality management during construction/laying of pipeline due to shifting works, Operation and Maintenance of assets, resolution of customer complaints and service requests, MNGL shall depute a reputed and experienced independent Inspection Agency, for carrying out regular Quality Surveillance/Work expediting and monitoring of all the activities carried out by the contractor under the supervision of MNGL in charge, to ensure quality compliance of contract specifications & PNGRB Guidelines. However, agency shall not be duplicating the job of inspection already carried out by MNGL In-charge. The agency shall be directly working under the control of MNGL and prepare necessary reports & provide inputs at site in execution work and in parallel shall generate and forward the information to MNGL with action taken/to be taken report accordingly.

The main objectives to appoint CSA are:


- (a) Better Quality of Maintenance activities
- (b) Execution of work as per customer satisfaction and ensuring safety at site
- (c) Improved Planning and supervision
- (d) Measurement of work executed by other contractors

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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- (e) Time Control
- (f) Supervision of Third Party work near gas pipeline
- (g) Maintain Pipeline Integrity
- (h) Other Operation and Maintenance Activities

4. Role of Construction Supervision Engineers:

- 4.1 The Construction Supervision Engineer's (CSEs) deputed by the inspection agency to MNGL sites shall be responsible for discharging the following roles on a day to date basis: Inspection, Supervision & Monitoring of all the MDPE/Steel and GI/Cu Charged Constructed Network ensuring that the job is done as per the Tender Specifications & MNGL Code of Practices.
- 4.2 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 job.
- 4.3 CSEs shall maintain the all-necessary inspection reports (Preventive Maintenance Reports, Daily Log Book, Patrolling Reports, etc.) in MNGL specified format.
- 4.4 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 etc. to be submitted to MNGL.
- 4.5 Ensure all engineers deputed by the MNGL authorized agency take the site photographs on random basis using digital camera/mobile phone camera provided by the agency & submit the same to MNGL in Mail.
- 4.6 Preparation, authorization and counter-signing of the inspection reports of the entire Charged Pipeline Network.
- 4.7 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.
- 4.8 Checking and counter-signing of as-built drawings/check-prints, pipe book before Pre-commissioning and Commissioning of the constructed Network.
- 4.9 The above activities are normally encountered in the routine inspection of Charged Constructed Network. However, MNGL may entrust any other construction related activity as per the circumstances.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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4.10 The agency shall appoint a coordinator who shall remain in constant touch with MNGL on daily basis to understand the problems and to take corrective action. The CSEs shall also attend the fortnightly held zonal safety meetings and CSA mentoring sessions conducted by our Safety department.

5 Scope of Engineers to ensure/comply with the following PE pipeline operation and maintenance jobs:


The Broader activities of the pipeline laying jobs are as under:

1. Ensure all contractor personnel have valid STC cards. In case STC cards have not been issued/are beyond validity, communicate immediately to concerned AIC and Safety department
2. Maintaining daily site opening and closing records
3. Conducting daily tool box talk and apprising the site personnel about the possible hazards that may be encountered during the course of the job
4. Ensuring strict compliance to control measures as per MNGL Life Savers and conducting daily site specific risk assessment with inclusion of additional control measures as and when required

Quality Surveillance and expediting site activities for Operation and Maintenance of assets and other activities in City Gas Distribution in Nashik GA briefly comprise of the following activities. Laying, testing Commissioning of Polyethylene & GI Pipeline as per MNGL's requirement

- (a) Preliminary Route Survey
- (b) Trenching
- (c) Electro fusion jointing
- (d) Lowering and back filling
- (e) Pneumatic Testing
- (f) Dewatering, Flushing, Purging and Gas charging
- (g) Installation of markers and Restoration work
- (h) HDD crossings, profiles - Rail/ road/ river/ nallah crossings.
- (i) Installation, testing & commissioning of Regulators, Meters, Equipment, Field regulating Stations, etc.
- (j) Commissioning of pipeline network.
- (k) Conversion of Appliance.
- (l) Surveillance large commercial internal pipeline.

The above activities are indicative only and may change according to site conditions. The agency shall have to carry their Quality Surveillance to cover the entire activities related to laying, testing and commissioning of Polyethylene & GI pipeline.


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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Laying, Testing and Commissioning of Steel Pipeline due to shifting work:-

- (a) Stringing of Pipe
- (b) Welding
- (c) Radiography
- (d) Coating
- (e) Trenching
- (f) Lowering
- (g) Backfilling
- (h) Hydro testing
- (i) Commissioning.
- (j) Final documentation (As-built, pipe book, Inspections reports, RT-films etc.)

Other Steel Pipeline related O&M Jobs Scope of Manpower includes but not limited to the following activities:

- (a) Valve chamber monitoring
- (b) Valve chamber maintenance
- (c) Painting of pipeline assets
- (d) Pipeline Thickness measurement
- (e) Bubble leakage test
- (f) Pipeline route guiding to third parties
- (g) Pipeline locator operations
- (h) Depth survey of pipeline
- (i) Pipeline shut downs
- (j) CP monitoring and other planned & unplanned site activities.
- (k) Operation & maintenance of Steel pipeline network consisting of 4 Inches to 10 Inches diameter size of Steel pipes. It also includes excavation, laying, jointing, testing, commissioning, backfilling and restoration & barricading all open pits etc.
- (l) Modifications/Dismantling/Repair/Testing of Above Ground Steel pipeline system.
- (m) Operations, Maintenance & Monitoring of Steel Pipeline Assets (Valve Chambers, Sectionalizing Valves. Test Lead Points, Transformer Rectifier Units etc.)
- (n) Emergency services which include gas pipeline damage, gas leakage, liasoning with statutory authorities etc.
- (o) Cleaning & Painting of valve Chambers /Route Markers/Plate Markers etc.
- (p) Surveillance of existing pipeline network using gas detectors provided by MNGL.
- (q) Testing of existing pipeline network as per direction of EIC.
- (r) Maintaining all tools & equipment (in good & working condition) related to Steel Pipeline work.
- (s) Ensuring calibration of measuring equipment / instruments / devices with approved laboratories, as per discretion of EIC.
- (t) Handling and supervision of Odorant filling at Odorization Units, Supervision and Maintenance of Odorization units.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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The above activities are indicative only and may change according to site conditions. The agency shall have to carry their Quality Surveillance to cover the entire activities related to laying, testing and commissioning of Steel pipeline due to shifting work


Operation and Maintenance of Assets:-

- (a) Inspection and Maintenance of assets like DCS, DRS, MRS, Valve Chambers, Sectionalizing Valves, Cathodic Protection units, Odorization Units etc
- (b) Conducting periodic testing of GI/Copper/CS pipeline installed at customers premises, Underground and Aboveground MDPE and Steel Pipeline
- (c) Carrying out inspection and identification of pipeline with Third Party Digging agencies and preparing shifting plan wherever required
- (d) Handling emergencies like Pipeline damage or network breakdown and rectifying the same till the gas supply is restarted.
- (e) Execution of Modification/Shifting/Disconnection of MDPE/GI/Copper/CS pipeline installed at Customers premises up to Customers# satisfaction and handling other Emergencies complaints and Service requests raised by the customers.
- (f) Commissioning of new Domestic/Industrial/Commercial customers and other assets
- (g) Assisting MNGL in charges in other day to day

Control Room Activities Documents Compilation and Verification:

- (a) Verification and approval of laying graphs, Inspection Reports, Job sheets, Maintenance reports
- (b) Finalization of inspection, maintenance and testing plan for all assets
- (c) Verification and certification of Laying, Testing reports and as built drawings.
- (d) submission of JMR (Joint meter records) details of individual contractors to MNGL.
- (e) Collection and compilation of DPR (Daily progress reports) to MNGL.
- (f) Collection and submission of As-Graphs, Build drawings to MNGL.
- (g) Collection and compilation of customer feedback form during complaint/request resolution work.
- (h) Verification of work executed at site by various contractors

The above activities are indicative only and may change according to site conditions. The agency shall have to carry their Quality Surveillance to cover the entire activities related to laying, testing and commissioning of Polyethylene, GI/ Steel pipeline, Operation and Maintenance of Assets, Execution of Modification/Shifting of GI/Copper/CS pipeline installed at Customers# premises, resolution of Customer Complaints and Service requests in totality and not limited to the activities indicated above. Scope of work shall also include any other activity specified by EIC/AIC on time to time basis.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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Penalty Clause: -

1. Vendor has to deploy the manpower within a week from date of intimation after all the formalities of selection and recruitment gets completed. Non deployment will lead to Rs 1000 /- penalty per incident.
2. Absenteeism during duty hours or leaving the Nashik GA without informing to MNGL will lead to Rs 1000 /-penalty per incident.

SECTION-II


SPECIAL CONDITIONS OF CONTRACT (SCC) - Technical

- Vendor shall propose a detailed schedule after award of contract and the same shall be discussed and finalized during the kick-off meeting at Pune.
- Based on the present scope envisaged, the entire assignment timeline is to be provided by the vendor during kick off meeting. However, the entire timeline should not exceed a maximum of 14 months.
- A Final Report shall be submitted after incorporating the comments, if any.

Note:

- 1) The time of completion shall be reckoned from the date of award of contract / LOI, which shall be the date of issue of letter of intimation / Service Order.
- 2) The time indicated is for completing all the works in all respects as per specifications, codes, drawings, and instructions of **Engineer-in-charge**.

(STAMP & SIGNATURE OF BIDDER)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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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.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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ARTICLE - 2: SCOPE OF WORK

Consultant's Scope of work is defined in **Section 1 of Vol II of II** in this tender document.

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 Payment terms will be as per Scope of work.


4.2 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, labor 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.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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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.

ARTICLE - 8: ADDITION TO GCC:

- i) GCC has been extended to the following extent:

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


- ii) **Abnormally High Rated Item (AHR)**

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

1. Rates as per BOQ, quoted by the Contractor.
2. Rate of the item, which shall be delivered as follows:
 - a) Based on rate of machine and labor as available from the contract (which is including 15% cover towards contractor's profit overhead and other expenses).
 - b) Based on prevailing market rate of machine materials and labor plus 15% to cover contractor's profit, overhead and other expenses, when the rates are not available in the contracts.
- iii) Notwithstanding the provisions contained in Clause (ii) above, MNGL would have the right to negotiate all such AHR items before the award of the work.

MEASUREMENT OF WORK (SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

1.0 GENERAL

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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- 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 be 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.

TERMS OF PAYMENT (SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)


TERMS OF PAYMENT:

Pending completion of the whole works, provisional progressive payments for the part of work executed by the contractor shall be made by Owner based on said work completed and certified by the Engineer-in-Charge as per the agreed milestone payment schedule and the percentage break-ups given below.

Contractor shall submit his invoices to the Engineer-in-Charge fortnightly in the manner as instructed by Owner. Each invoice will be supported by documentation acceptable to Owner and certified by the Engineer-in-Charge. Payments made by owner to the contractor for any part of the work shall not deem that the Owner has accepted the work.

The terms of payment are mentioned below:

- **Payments will be made on the man-month rate on monthly basis through at par cheque.**
- **100% of the man-month rate shall be payable against the man-month spent during inspection / supervision work and submission of inspection reports.**
- **CSA shall be responsible to submit the invoices through MNGL and retain receipt on submission. Owner shall endeavor to release payments within 15 days for the bills raised by the CSA.**
- **Invoicing: The CSA shall submit their Cenvatable invoice to MNGL as detailed herein:**

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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For man-months

Sr. No.	Invoice Covering	Submitted To:	Remarks	Paying Authority
1	Supervision, Expedition, Inspection, etc. of Construction / Laying Site activities of MDPE/Steel / Pipeline & GI-Mtr-Cu installation including Pre-commissioning, Commissioning activities and all associated others activities.	EIC	Time sheet to be certified by EIC / Site-In-Charge / Project Manager	DGM (F&A), MNGL HO
2	Invoice for CSA Project Office Coordinator		Time sheet to be certified by EIC / Site-In-Charge / Project Office Coordinator	DGM (F&A), MNGL HO

1. Reference Number shall be mentioned in the invoice.
2. The invoice shall accompany the Duly Certified Copy of the time sheets from the respective In-charges as mentioned above.
3. The CSA Coordinator will maintain record / log for man-months consumed under different SOR items and circulate the same with monthly report.

Note:

1. Bidder's RA bill shall be processed after verification of following labor compliances:
 - a. Labor 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]
 - f. EPF Challan with ECR Statement - The Provident Fund Act, 1952 (MONTHLY- On or before 15th Every month)
 - g. Labor Welfare Fund Return - The Maharashtra Labor Welfare Fund Act, 1953 (Six Monthly - June & December)
 - h. Payment of Bonus - The Payment of Bonus Act, 1965 (ANNUAL - Payment proof, Form - C & Form - D)
 - i. ESIC Challan & ECR Statement - Employee State Insurance Act, 1948 (MONTHLY- On or before 21st Every month)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for Hiring of Construction Supervision Agency (CSA) for O&M Nashik GA of MNGL.</p> <p>Bid No.: MNGL/CP/2024-25/180</p>
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j. WCP Policy - As per Employee Compensation Act, 1923 - Annual payment (if Contract Employee Wages is more than Rs.21000 /- per month)

2. All the bidders shall fulfil the above labor compliances, otherwise their invoice claims against the executed works shall not be processed.

PAYING AUTHORITY:

Paying Authority will be Dy. General Manager (F&A), MNGL, Pune for all invoices.

MAN-DAY-RATE:

One man-day will be taken as 12 working hours at construction site / coordinator work excluding travel time to reach work place i.e. construction site / Office. The man – month rate is considered all inclusive. Therefore, any additional cost what-so-ever (towards backup management, professional, IT facilities, electronic gadgets, communication, transmittal etc.) shall not be payable.

☐ The man day rate will be same for all the days of the week (including holidays / Sunday)

☐ Same rates shall be applicable for any additional hours worked beyond 12 hours on pro-rata basis. Prior Permission of the same shall be sought from MNGL Area In charge at Construction Site / EIC for this.

☐ The man day rate for the duration of travel / mobilization / demobilization / local travel to reach place of work etc. shall not be paid.

Man month rate is based on 26 working days in a month and shall be considered for calculating the part of man month charges.


For February month, man month rate is based on 25 working days in a month.

In case of suspension of work by SERVICE PROVIDER on MNGL request for more than 10 days, demobilization and remobilization charges will be paid to SERVICE PROVIDER as under:

The de-mobilization & re-mobilization travel expenditure shall be paid actual or 2nd class AC Railway fare (whichever is less) to the nearest regional office in India of the agency on the receipt of copy of ticket.

DEDUCTION AT SOURCE:

- i) Owner will release the payment to the CONSTRUCTION SUPERVISION AGENCY after effecting deductions as per applicable law in force.
- ii) Owner will release payments to the CONSTRUCTION SUPERVISION AGENCY after offsetting all dues to the Owner payable by the CONSTRUCTION SUPERVISION AGENCY under the Contract.

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TERMS OF PAYMENT

1. Contractor must generate the monthly bill/ invoice and submit to the MNGL on schedule date as instructed by EIC of following month as per procedure with all supporting documents. Following are the documents to be submitted along with R.A. bills:
 - I. Covering letter.
 - II. Tax invoice.
 - III. Abstract of cost.
 - IV. Material reconciliation (if applicable)
 - V. Biometric attendance sheet.
 - VI. Legal and statutory compliance as per requirement. (Like Labor License No./ ESIC/ PF Challan/ECR, Wedge register, muster roll, payment proof, professional tax, respite of Labor welfare fund, Copy of BG etc. as per the HR compliance. All the compliances are to be submitted for the same billing period for which the claim is made.
 - VII. Any other document required for the purpose of processing the bills.
 - VIII. Copy of Appointment Letter for all the employees. (One time).
2. The following documents shall be submitted in hard binder by the BIDDER, as a part of completion documents with last or final bill:
 - I. Final Bill with all documents as defines above.
 - II. No Due and NO claim certificate by the BIDDER.
 - III. Copies of Time extension. if granted.
 - IV. All other requirements as specified in the respective specifications.
 - V. Final settlement NOC from Staff (if applicable),
Any other contractual documents required by EIC.

The payment will be credited within 45 days from the date of submission of invoice.

Contract Period

Contract shall be for the period of 2(two) years from the date of SO which is further extendable for another 6(Six) Months on same terms and conditions of tender document at the sole discretion of MNGL depending on the performance of the Contractor.

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SECTION – III

SCHEDULE OF RATES (SOR)

SECTION – VII

UNPRISED SCHEDULE OF RATES

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

Note:

- a. Evaluation shall be done on overall basis least cost to MNGL & order will be placed as per ANNEXURE-I to IFB Cl. No.2.3.
- b. Quoted rates in percentage shall be inclusive of all other charges including GST.
- c. Allowed decimal points in unit rate shall be up to 2 (two) decimal points.
- d. Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above. Bidder shall note that any error in estimating these taxes & Duties will be to Bidder's Account.

- a. Goods & Service Tax @ 18%

Please indicate the break up of above GST as under:

CGST @ _____
 SGST @ _____
 IGST @ _____
 UGST @ _____

Seal & Signature of bidder