



**MAHARASHTRA NATURAL GAS LIMITED
(A JOINT VENTURE COMPANY OF GAIL(India) LTD. & BPCL)**

CITY GAS DISTRIBUTION PROJECT IN SINDHUDURG, NASIK, PUNE & RAMANARAGA

**ANNUAL RATE CONTRACT FOR PROCUREMENT OF
ODORIZING UNIT**

**TENDER DOCUMENT NO: REPL/MNGL/OU/07/21
OPEN DOMESTIC COMPETITIVE BIDDING**

Prepared By:	Checked By:	Approved by:
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TENDER FOR PROCUREMENT OF ODORIZING UNIT



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SECTION-I INVITATION FOR BID (IFB)



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M/s Maharashtra Natural Gas Limited intends to execute Pipeline Projects in Nashik & Sindhudurg Geographical Area (GA) in state of Maharashtra & Ramanagara Geographical Area (GA) in state of Karnataka for supplying Natural Gas to consumers. MNGL invites sealed bids under open domestic single stage two envelope system from eligible bidders for the supply, erection, installation, and commissioning of Odorizing Unit as detailed in Tender document.

This shall be an Annual Rate Contract valid for a period of 01 (One) year, extendable up to further 06 (Six) months. The quantities mentioned in the Schedule of Rates (SOR) are indicative and for inviting unit rates for the items and for evaluation purpose only. However, the procurement will be done based on the actual requirement by placing separate Delivery Orders (DO) each time during the validity of the Rate Contract.

1. **PROJECT** : CITY GAS DISTRIBUTION PROJECT FOR SINDHUDURG, PUNE NASIK & RAMANAGARA
2. **ITEM & QUANTITY REQUIRED** : MENTIONED IN SCHEDULE OF RATES (SOR)
3. **SCOPE OF WORK** : ARC FOR SUPPLY OF ODORIZING UNIT
4. **DELIVERY PERIOD** : REQUIRED DELIVERY FROM THE DATE OF ISSUANCE OF EACH DELIVERY ORDER (DO) SHALL BE AS FOLLOW-

Group	Item Description	Unit	Location	Quantity	Delivery period from the date of each Delivery Order (DO)
A	Design, Engineering, Manufacture, Inspection, Factory Testing & Supply, Installation, Testing and Commissioning of Odorizing Unit	No's	Ramanagara	1	Within 4 Months from date of issuance of Delivery Order (DO)

- Delivery shall be on FOT site basis.
- Delivery location: Ramanagara (Warehouse / Site)

5. **BID VALIDITY** : 4 MONTHS FROM BID DUE DATE.
6. **BID SECURITY / EMD** : Rs. 67,472 in form of DD or Bank Guarantee
The bid security shall be in the form of Demand Draft or Bank Guarantee in favor of Maharashtra Natural Gas Limited, Pune, Maharashtra (India), valid for 2 months in excess of bid validity period i.e., for 6 months in the prescribed format (Form F-4) of the bid document.
Bidders registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing Bid Security and Tender fees. NSIC / MSME certificate submitted shall be duly attested by CHARTERED ACCOUNTANT (CA) AND NOTARY PUBLIC WITH LEGIBLE STAMP. (For details, refer clause no. 27.0 of SCC (SECTION IV of the tender document))
7. **BID DOCUMENT FEE (NON-REFUNDABLE & NON-TRANSFERABLE)**: Not Applicable
8. **BID ISSUE DATE** : 07-10-2021
9. **PRE BID MEETING** : 18-10-2021 @1100 hrs. (through VC)
10. **REPLY TO PRE-BID QUERIES** : 22-10-2021
11. **BID DUE DATE & TIME** : 29-10-2021 @1600 hrs. (online soft copy)
02-11-2021 @1700 hrs. (hard copy)
12. **UN PRICED BID OPENING** : 29-10-2021 @1700 hrs.
13. **PRICED BID OPENING** : Will be informed later.
14. **VALIDITY OF OFFER**

The offer should remain valid for 4 months from the bid due date / extended due date of tender.

15. The Bid Document calls for offers on single point "Sole Bidder" basis. Bidders are advised not to submit offers in



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“Consortium” or “Joint Bid”. Joint bid referred herein is an offer, which seeks order to be placed on more than one party / co-bidder.

16. The prices once quoted shall not be changed whether resulting or arising out of any subsequent technical / commercial clarifications sought regarding the bid and even if any deviation or exclusion may be specifically stated in the bid.
17. Bidder is advised to quote strictly as per scope & terms and conditions of bid document and not to stipulate any deviation / exceptions.
18. Purchaser reserves the right to accept or reject any or all bids received at its absolute discretion without assigning any reason, whatsoever.
19. Bid document is non-transferable. Bids received from bidders in whose name Bid Document has been issued shall only be considered. Bidder must submit the Bid Document Fee in their name. Bid Document Fee will be submitted by Bidders as per Clause 7.0 above.
20. Bidder shall ensure that Bid Security having a validity of 2 months beyond the offer validity, i.e., validity of 6 months from the bid due date, must accompany the offer in the format made available in the Bid Document. Offer, if unaccompanied with Bid Security, shall be rejected.
21. Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Fax/ /Telegraphic/ E-Mail bids shall be rejected.
22. MNGL shall not be responsible for cost incurred in preparation and delivery of bids.
23. This is ZERO DEVIATION bid document. The bids shall be evaluated as received without any Reference to the bidder. The Bids not meeting the Technical Specifications of this Tender Document will be rejected.
24. MNGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

25. BID EVALUATION CRITERIA:

25.1 TECHNICAL:

- a) The Bidder shall have designed, fabricated, integrated, tested and supplied at least the one (01) number of Odorizing Unit for Hydrocarbon Services in the last seven (07) years reckoned from the bid due date.

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

Documents Required:

Technical: For authentication of document(s) submitted in support of above-mentioned Technical Criteria of Bid Evaluation Criteria (BEC):

Copy(s) of Purchase Order /Work order including detailed scope of work along with its completion certificate for Odorizing system from the concerned authority duly certified/ attested by the Chartered Engineer and Notary Public with legible stamp along with bid to meet the above technical criteria.

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

25.2 EVALUATION AND AWARD OF CONTRACT:

- Evaluation shall be done on overall least cost basis to the Purchaser.
- In case of tie for L1 bidder, the order shall be placed on the bidder having highest turnover during the preceding 3 Financial Years i.e., 2018-19, 2019-20 & 2020-21.



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26. PRE-BID MEETING

The bidder(s) or his official representative are invited to attend a pre-bid meeting which will take place through Video Conferencing (VC) on date specified in the tender document. Kindly send their **Name** and **E-mail Id** of the participants on the mail mentioned below:

naresh@energyworld.biz

adarsh@energyworld.biz

This Invitation for Bid (IFB) is an integral and inseparable part of the enclosed Bid Document. Yours faithfully,

For Maharashtra Natural Gas Limited

Contracts and Procurement Department Email- -----

Enclosure: Bid Document along with all attachments (if any)

Note:

- **Bidder has to submit all the documents required in the tender with serial number starting from the Covering Letter itself. An index also to be provided displaying the details of the documents submitted and the respective serial number also. There is no need to put serial number on the Bid document.**
- **Bidder has to submit seal and sign copy of Tender document printed both sides on paper.**
- **MNGL reserve the right to verify the qualification documents submitted by bidder for fulfil the BEC criteria.**
- **Job(s) executed for bidder's own concern/company will not be considered for bidder's qualification.**



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Annexure -1 to IFB

CUT-OUT SLIPS

(ENCLOSED CUTOUT SLIP TO BE PASTED ON ENVELOPES OF THE OFFER)



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CUT-OUT SLIP

(Outer Envelope / UN Priced BID / EMD / MSME / NSIC / TENDER FEES)

DO NOT OPEN - THIS IS A QUOTATION

CLIENT : MNGL, PUNE
PROJECT : CITY GAS DISTRIBUTION PROJECT BID DOCUMENT
ITEM : ARC FOR SUPPLY OF ODORIZING UNIT
DUE DATE & TIME :

To,

Contracts & Procurement Department
Resonance Energy Private Limited,
C-75, "Kanoli", Sector-10, Noida,
Uttar Pradesh- 201301
Telephone: +91-9650535261

FROM

NAME:
ADDRESS:

(To be pasted on the Outer and other envelopes containing **technical bids** along with "BID SECURITY/EMD/MSME/NSIC")



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SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)



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A. INTRODUCTION

1 SCOPE

- 1.1 The Purchaser invites sealed bids for the entire work as specified in the Bid documents (Hereafter referred to as the Work).
- 1.2 The Bid document specifies the contractor scope of work, terms & conditions.
- 1.3 All terms, conditions and specifications of the Bid document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 Bidders shall quote in the manner as specified in the Bid document. Purchaser reserves the right to evaluate and accept bids at their sole discretion. The provisions of this clause shall supersede any contrary provisions expressly stated or implied anywhere else in the Bid document.

2 ELIGIBILITY OF BIDDERS.

- 2.1 Bidders shall, as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.
- 2.2 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 consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out similar Works under this Invitation for Bids.
- 2.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Purchaser in accordance with ITB.

3 ONE BID PER BIDDER

- 3.1 A bidder shall submit only one bid in the same bidding process. A bidder who submits or participates in more than one bid will be disqualified.
- 3.2 Alternative bids are not acceptable.

4 COST OF BIDDING

- 4.1 The bidder shall bear all costs incurred & associated with the preparation and submission of the bid, and Purchaser will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

5 NON-TRANSFERABILITY OF THE BID DOCUMENTS

- 5.1 Bid Documents are non-transferable. The party to whom the Bid documents are issued may only furnish the bid. The bid received from any party other than to whom the Bid documents are issued shall be rejected immaterial of fact of any relationship between party to whom Bid documents are issued and party, who furnished the bid.

6 SITE VISIT

- 6.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing of the bid and entering into contract. The cost of visiting the site shall be at bidder's own expenses.
- 6.2 The bidder or any of its personnel or agents will be granted permission by the Purchaser to enter upon



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

B. BID DOCUMENTS

7 CONTENTS OF BID DOCUMENTS

7.1 The Bid Documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with clause 9.2 of Instruction to Bidder (ITB):

- 7.1.1 Invitation for Bid (IFB)
- 7.1.2 Instruction to Bidder (ITB)
- 7.1.3 Technical (PTS, Standard drawings)
- 7.1.4 Payments
- 7.1.5 Special Conditions of Contract (SCC) (SCC-Goods)
- 7.1.6 General Conditions of Contract-Goods (GCC-Goods)
- 7.1.7 Agreed Terms and Conditions
- 7.1.8 Forms and Formats
- 7.1.9 Schedule of Rates (SOR)

7.2 The bidder is expected to examine all instructions, forms, terms, specifications and drawings in the bid documents. The Bid Documents together with all its attachment thereto, shall be considered to be read understood and accepted by the bidder. Failure to furnish all information required by the Bid documents or submission of a bid not substantially responsive to the Bid documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

8 CLARIFICATION ON BID DOCUMENTS

8.1 A prospective bidder requiring any clarification of the Bid Documents may notify Purchaser in writing or by fax at the address mentioned in the Invitation for Bid (IFB). Purchaser will respond in writing to any request for clarification of the Bid documents which it receives after issue of bid documents. Written copies of Purchaser's response (including an explanation of the query, if required, but without identifying the source of the query) will be sent to all prospective bidders who have received the Bid documents.

9 AMENDMENT OF BID DOCUMENTS

- 9.1 At any time prior to the bid due date, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid documents, by issuing corrigendum.
- 9.2 Any corrigendum thus issued shall be part of the Bid documents pursuant to ITB Clause-17 and shall be notified in writing by email / post to all prospective bidders, who have received the Bid documents. Prospective bidders shall promptly acknowledge receipt of each corrigendum by email/ post to the Purchaser. Corrigendum shall also be hosted on website of REPL & MNGL.
- 9.3 The Purchaser may, at its discretion, extend the bid due date in order to allow prospective bidders, a



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reasonable time to furnish their most competitive bid taking into account the amendments issued.

- 9.4 In order to allow reasonable time to respond to bidders' queries, bidders must submit their queries, if any, at least seven (07) days before the bid submission due date. Queries received after this period will not be considered.

C. PREPARATION OF BID DOCUMENT

10 LANGUAGE OF BID

- 10.1 The bid prepared by the bidder as well as all correspondence/ drawings and documents relating to the bid exchanged by bidder 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.

11 DOCUMENTS COMPRISING THE BID

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

11.1.1 Envelope- I: Super - Scribing Techno-Commercial Un priced - Bid (PART-I).

Envelope - I shall contain the **following (duly signed and stamped on each page):**

- A. Covering letter with bidder's offer number.
- B. Bidder's General Details / information as per format F-1.
- C. Bid Security (EMD) as per format F- 4. **(Bids received without EMD shall be rejected)**
- D. Copies of various documents as required as per F-2, F-3, F-3A & 3B, F-5, F-8, F-10, F-11 and F-12.
- E. NO Deviation Confirmation as per F- 6 on bidder's letter head.
- F. Agreed terms and conditions as per Section VI.
- G. Copy of Un-Priced SOR marked "QUOTED" against the items quoted.
- H. Documentary evidence established in accordance with ITB that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- I. Addendum / Corrigendum, if any, to the Tender.
- J. Either of Following:
 - Notarized general Power of Attorney on Non-Judicial Stamp Paper authorizing the signatory of bid.
 - Notarized Board resolution authorizing the signatory of the bid.
 - Original Special Power of Attorney on Non-Judicial stamp paper, authorizing the signatory of the bid for this specific tender.

11.1.2 Envelope II: Tender fees **(Bids received without tender fees / MSME / NSIC shall be rejected):**

All the above two envelopes should be further enclosed in a Master Envelope Super Scribed with the Tender Number, Name of the Bidder the Due date etc.

12 BID PRICES

- 12.1 The Prices should be quoted in INR only.
- 12.2 The Bidder shall indicate in the appropriate Price Schedule, the unit prices (where applicable) and total price of the services/ works it proposes to execute under the contract. If quoted in separate typed sheets



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and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.

- 12.3 Bid quoted for part scope is liable to be rejected.
- 12.4 Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subjected to any variation, except statutory variation (as specified in Bid document.)
- 12.5 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible.
- 12.6 Bidder shall quote the all-inclusive prices as per scope of work and SOR, taking into consideration all applicable taxes, duties, overheads, provision of safety gadgets to their personnel, transportation, conveyance, trainings, recruitments, communication charges, cost for providing tools & tackles, equipment's, machineries, minimum spares, etc. and nothing extra shall be payable by the Purchaser.

13 PERIOD OF VALIDITY OF BIDS

- 13.1 The bid shall remain valid for 4 months from the bid due date. Purchaser may reject a bid which is valid for a shorter period being non-responsive.
- 13.2 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 can 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 14 in all respects.

14 BID SECURITY

- 14.1 Pursuant to IFB Clause No. 6, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.
- 14.2 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- 14.7
- 14.3 The bid security will be in Indian Rupees and shall be in the form of Demand Draft / Banker's Cheque is to be drawn in favor of **Maharashtra Natural Gas Ltd**, payable at Pune or in the form of Bank Guarantee as per format F-4 enclosed in the Bid Document.
- 14.4 Any bid not secured in accordance with ITB Clause 24 and ITB Clause 14.3 may be rejected by the Purchaser as non-responsive.
- 14.5 Unsuccessful bidder's bid security will be discharged/ returned, as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause-13.
- 14.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause- 34 and furnishing the Contract Performance Guarantee pursuant to ITB Clause- 35.
- 14.7 The bid security may be forfeited:
 - 14.7.1 If a bidder withdraws his bid during the period of bid validity.
 - 14.7.2 In the case of a successful bidder, if the bidder fails:
 - i) To accept the Purchase Order in accordance with ITB Clause- 34 or
 - ii) To furnish Performance Guarantee in accordance with ITB Clause-35
 - iii) To accept correction of errors pursuant to ITB Clause-27



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- 14.8 Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential for proper co-relation later. The Bid Security in the form of Bank Guarantee shall be as per the format provided in the Bid Document.
- 14.9 The Indian / Domestic firms registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing Bid Security and Tender fees. NSIC / MSME certificate submitted shall be duly attested by CHARTERED ACCOUNTANT (CA) AND NOTARY PUBLIC WITH LEGIBLE STAMP.

15 FORMAT AND SIGNING OF BID

- 15.1 The bidder shall prepare one original of the document comprising the bid as per clause 11 of ITB marked "original".
- 15.2 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.
- 15.3 The bid shall contain no alterations, omissions, or additions, unless such corrections are signed & sealed by the person or persons signing the bid.

16 ZERO DEVIATION

- 16.1 Bidder to note that this is a **zero-deviation tender**. MNGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidder (ITB), Scope of work, technical specifications etc. to avoid delay in seeking clarifications on technical/commercial aspects of the offer. Bids with any deviation to the bid conditions shall be **liable for rejection**.

D. SUBMISSION OF BIDS

17 SEALING AND MARKING OF BIDS

- 17.1 Bid shall be submitted in the following manner in separate sealed envelopes duly super scribed as below:
Envelope - I – Techno-commercial / Un-priced bid
Envelope – II – Tender Fees / MSME / NSIC
- 17.2 All the envelopes containing EMD/MSME/NSIC & Bid Documents, and Tender Fees shall further be sealed in one Master (outer) envelope super - scribing Name of Project, Tender Document Number and shall be addressed to the Purchaser at the address given in IFB.
- 17.3 Each envelop shall indicate name and address of the bidder to enable the bid to be returned unopened, if warranted.
- 17.4 If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid and its consequential rejection. The Purchaser recommends submission of Bids in – person and will assume no responsibility for any delay / damage to the bids received by Post / Courier.

18 DEADLINE FOR SUBMISSION OF BID

- 18.1 The Bid must be received by Purchaser (MNGL) at the address as specified in IFB but not later than the time and date as specified in IFB.



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- 18.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid document 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.

19 LATE BIDS

- 19.1 Any bid received by the Purchaser after the deadline for submission of bid pursuant to clause no. 18 of ITB will be declared “Late” and rejected and may be returned unopened to the bidder at the sole discretion of the Purchaser.

20 MODIFICATION AND WITHDRAWAL OF BIDS

- 20.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission provided that written notice of the modification, including substitution or withdrawal of the bid, is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 20.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the Bid document, with the outer envelopes additionally marked “modification” or “withdrawal” as appropriate. A withdrawal notice may also be sent by fax/post, but followed by signed confirmation copy, post marked not later than the deadline for submission of bids.
- 20.3 No bid shall be modified after the deadline for submission of bid.
- 20.4 No bid shall be allowed to 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. Withdrawal of a bid during this interval shall result in the bidder’s forfeiture of its bid security, pursuant to clause 14.7 of ITB.
- 20.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering. MNGL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such bidder will be put on holiday for the period of six months after following the due procedure.

E. BID OPENING AND EVALUATION

21 BID OPENING

- 21.1 The Purchaser will open all bids in the presence of Bidders’ representatives who choose to attend, at the time, on the date and place (as specified in IFB). The Bidders’ representatives, who are present, shall sign a register evidencing their attendance, if so, required by the Purchaser.
- 21.2 The Bidder’s names bid modifications or withdrawals, 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 late bids, which shall be later returned unopened to the concerned Bidder pursuant to ITB Clause 19.
- 21.3 Bids (and modifications sent pursuant to ITB Clause 30) 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.
- 21.4 The Purchaser will prepare a bid opening statement to be signed by all representatives present during



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bid opening.

22 CLARIFICATION OF BID

- 22.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

23 CONTACTING THE PURCHASER

- 23.1 From the time of the bid opening to the time of the award, if any bidder wishes to contact the Purchaser for any matter relating to the bid it should do so in writing.
- 23.2 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.

24 PRELIMINARY EXAMINATION OF BIDS

24.1 Techno-Commercial Bid Evaluation

- 24.1.1 The Purchaser will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 24.1.2 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bid Documents. For the purpose of this determination, a responsive bid is one, which confirms to all the terms, conditions and specification of the Bid document, without deviations, objections, conditionality or reservations.
- 24.1.3 No deviation, whatsoever, is permitted in the Bid Documents and the price bids of those bidders, whose technical and commercial bids contain any exception to the conditions and stipulations of the Bid Documents may not be opened.
- 24.1.4 The Purchaser's determination of bid responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it may be rejected by the Purchaser.
- 24.1.5 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 Bid 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:
- 24.1.5.1 Overall completeness and compliance with the Technical Specifications, quality functions and operations of any 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.
- 24.1.5.2 Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.
- 24.1.5.3 Requisite forms contain all necessary information stipulated in the Bid Document.

25 REJECTION CRITERIA

- 25.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.



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- 25.2 The provisions of the following clauses of the Bid document must be adhered to, failing which the bid shall be considered as non-responsive and shall be summarily rejected:
- 25.2.1 Tender fee, Bid Security (EMD/MSME/NSIC) i.e., non-submission, shorter Value (EMD) or Bid Security (EMD) not complying with the specified requirements.
 - 25.2.2 Submission of Contract Performance Bank Guarantee as per tender.
 - 25.2.3 Period of validity of bid.
 - 25.2.4 Firm & fixed Prices throughout execution of work
 - 25.2.5 Offer for complete scope of work
 - 25.2.6 Warranty and guarantee for work executed/ defect liability
 - 25.2.7 Resolution of Dispute/ Arbitration clause.
 - 25.2.8 Payment terms.
 - 25.2.9 Validity of Contract.
 - 25.2.10 Prices as per Schedule of Rates.
 - 25.2.11 Price reduction schedule provisions.
 - 25.2.12 Penalty provisions
 - 25.2.13 Any other conditions by the bidder, contradicting MNGL's terms and conditions.

26 OPENING OF PRICE BID

- 26.1 The Bidder whose bid is 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 Bidders' representatives who are present shall sign a register evidencing their attendance.
- 26.2 The bid prices and discounts, if any stated in the price schedules will be announced during price bid opening.

27 ARITHMETIC CORRECTIONS

- 27.1 The bids will be checked for any arithmetical errors as follows if any, will be rectified on the following basis:
- 27.1.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - 27.1.2 If there is a discrepancy between words and figures, the amount in words will prevail.
- 27.2 If the bidder does not accept the correction of errors, its bid will be rejected, and the bid security will be forfeited.

28 EVALUATION AND COMPARISON OF BIDS: Refer section 25.7 of IFB.

29 POST-QUALIFICATION

- 29.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.
- 29.2 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, as well as such other information as the Purchaser deems necessary and appropriate.
- 29.3 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, in which event the Purchaser will proceed to



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the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD

30 AWARD CRITERIA

- 30.1 Subject to ITB Clause 21 to 29 of section E, the Purchaser will place the order on 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 order satisfactorily. The Award of work shall be done in accordance with Clause No. 25 of IFB of this Document. The tender award is splitable and divisible as per the sole discretion of MNGL/REPL.

31 PURCHASER'S RIGHT TO VARY QUANTITIES

- 31.1 Purchaser reserves the right to increase or decrease the quantities specified in the Schedule of Rates, without any change in unit price or other terms and conditions.
- 31.2 Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative only and subject to change based on actual requirement. The unit rates quoted by the bidders shall remain fixed and firm, no price adjustment shall be allowed after bid submission.

32 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 32.1 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 the reason for the Purchaser's action.

33 NOTIFICATION OF AWARD / FAX OF INTENT

- 33.1 Prior to the expiration of period of bid validity, the Purchaser will notify the successful bidder in writing by fax or e-mail to be confirmed in writing that his bid has been accepted.
- 33.2 The date of Fax of Intent for notification of Award will constitute effective date.
- 33.3 Upon the successful bidder's furnishing of Contract Performance Bank Guarantee (CPBG), pursuant to ITB Clause 35, the Purchaser will promptly notify each unsuccessful bidder and will discharge the bid security of such bidders.

34 ACCEPTANCE OF PURCHASE ORDER

- 34.1 Purchaser will issue the Purchase Order to the successful bidder on receipt of acceptance of FOI, within 10 days of award of work bidder shall sign all pages and return the acceptance copy of the Purchase Order to the Purchaser.

35 CONTRACT PERFORMANCE BANK GUARANTEE

- 35.1 Within Fifteen (15) days of the receipt of the notification of award/ Fax of Intent, the successful bidder shall furnish the performance guarantee in accordance with General Conditions of Contract in the form provided in the Bid documents.
- 35.2 The Contract Performance Bank Guarantee shall be for an amount as defined in General Conditions of Contract (GCC) towards faithful performance of the contractual obligations. This bank guarantee shall be valid for a period of 3 months beyond the expiry of the contract, including the defect liability period.
- 35.3 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.



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36 CORRUPT AND FRAUDULENT PRACTICES

36.1 Definitions:

- 36.1.1 “Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- 36.1.2 “Fraudulent Practice”** means and include any act or omission committed by agency or with his connivance or by his agency by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- 36.1.3 “Collusive Practice amongst bidders (prior to or after bid submission)”** means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefit of free and open competition.
- 36.1.4 “Coercive Practice”** means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- 36.1.5 “Vendor/ Supplier/ Contractor/ Consultant/ Bidder”** is herein after referred as “Agency”
- 36.1.6 “Appellate Authority”** shall mean Chairman, MNGL for works approved by Managing Director and Director Commercial, jointly or severally, Maharashtra Natural Gas Limited, Pune.
- 36.1.7 “Competent Authority”** shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director” concerned.
- 36.1.8 “Allied Agency”** shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- Whether the management is common;
 - Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- 36.1.9 “Investigating Agency”** shall mean any department or unit of MNGL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the MNGL, GAIL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.



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36.2 Actions against bidder(s) indulging in corrupt/ fraudulent/ collusive/ coercive practice

36.2.1 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice, the bid of such Bidder(s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with MNGL for a period specified in para 36.2.2.1 below from the date of issue of banning order.

36.2.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, during execution of contract, the agency shall be banned for future business with MNGL for a period specified in para 36.2.2.1 below from the date of issue of banning order.

The concerned order (s)/ contract(s) where corrupt/ fraudulent/ collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order(s)/ contract(s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order(s)/ contract(s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/ Guarantee Period

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period, the agency shall be banned for future business with MNGL for a period specified in para 36.2.2.1 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order(s)/ contract(s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period, the agency shall be banned for future business with MNGL for a period specified in para 36.2.2.1 below from the date of issue of banning order.

36.2.2.1 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.



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In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

36.3 Effect of banning on other ongoing contracts/ tenders

- 36.3.1** If an agency is put on Banning, such agency should not be considered in ongoing tender/ future tenders.
- 36.3.2** However, if such an agency is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidentals to original scope mentioned in the contract.
- 36.3.3** If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- 36.3.3.1** After issue of the enquiry/ bid/ tender but before opening of technical bid, the bid submitted by the agency shall be ignored.
- 36.3.3.2** After opening technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/ EMD submitted by the agency shall be returned to the agency.
- 36.3.3.3** After opening of price, BG/ EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/ other where errant agency emerges as the lowest(L1), then such tender shall also be cancelled and re-invited.

36.4 Procedure for Suspension of Bidder

36.4.1 Initiation of Suspension

Action for suspension business dealing with any agency/ (ies) shall be initiated by Corporate C&P Department when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from investigating agency, forward for specific immediate action against the agency.
- (iii) Non-performance of Vendor/ Supplier/ Contractor/ Consultant leading to termination of Contract/ Order.

36.4.2 Suspension Procedure

- 36.4.2.1** The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.



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36.4.2.2 During the period of suspension, no new business dealing may be held with the agency.

36.4.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

36.4.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

36.4.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from MNGL.

The competent authority to approve the suspension will be same as that for according approval for banning.

36.4.3 Effect of Suspension of business

Effect of suspension on other on – going/ future tenders will be as under:

36.4.3.1 No enquiry/ bid/ tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

36.4.3.2 If an agency is put on the Suspension List during tendering:

36.4.3.2.1 After issue of the enquiry/ bid/ tender but before opening of technical bid, the bid submitted by the agency shall be ignored.

36.4.3.2.2 After opening technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/ EMD submitted by the agency shall be returned to the agency.

36.4.3.2.3 After opening of price, BG/ EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/ other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

36.4.3.3 The existing contract(s)/ order(s) under execution shall continue.

36.4.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves not their allied agency/ (ies) are on banning list of MNGL or GAIL (India) Limited or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

36.5 Appeal against the Decision of the Competent Authority

36.5.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.



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36.5.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

36.5.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

36.5.4 Wherever there is contradiction with respect to terms of GCC and 'Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice' shall prevail.

37 INCOME TAX LIABILITY

37.1 The bidder shall bear all Income Tax liability, both corporate as well as for his personnel.

38 EMPLOYEE PROVIDENT FUND (EPF)

38.1 Bidders have to furnish the proof of existing Employee Provident Fund details.

39 GENERAL

39.1 Any failure on the part of the Purchaser at any time to enforce the strict observances of the performance of any of the term(s) and condition(s) or rights, shall not affect or deprive the Purchaser to exercise the same at any later date.

39.2 The work will be supervised by Purchaser's Engineer-In-Charge or his representative and the Contractor has to strictly adhere to his instructions.

39.3 During the tenancy of this contract, Purchaser can increase and/or decrease the quantity of the work/ service (s) required. The quantity of work / service (s) shown in the Schedule of rates is tentative.

39.4 The delivery period shall be reckoned from the date of FOI/PO.

39.5 The agreed rates shall remain firm & fixed till the expiry of contract and the contractor shall not be entitled to any inflation, escalation or revision (statutory or otherwise) or any right to claim, whatsoever by way of representation, explanation, statement or alleged representation or an outstanding or promise given or alleged to have been given by any employee of the Purchaser or due to contractor's own ignorance or on account of the difficulties or hardships faced by him. The rates quoted shall be all-inclusive of applicable taxes/ duties and shall remain firm till expiry/entire tenancy of this contract. It is agreed that the bidder has inspected the sites and assessed the nature and the extent of the work including the conditions prevalent under which the work is to be carried out.

40 PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

40.1 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with MNGL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.



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40.2 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs.7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer—in—Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of MNGL.

v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

40.3 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

40.3.1 FOR PROJECTS

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.

ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure— A) for all Orders and Contracts.

iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl. No.	Performance rating	Action
1	POOR	Seek explanation for POOR Performance
2	FAIR	Seek explanation for FAIR Performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No Further Action

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.



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v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

(A) Where Performance rating is "POOR":

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality: **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in "Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices"

(B) Where Performance rating is "FAIR":

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

40.3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

40.3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

Sl. No.	Performance rating	Action
1	POOR	Seek explanation for POOR Performance
2	FAIR	Seek explanation for FAIR Performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No Further Action

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

(iv) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is "POOR"



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Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting of on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality: **One Year**
- (ii) Poor Performance, on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in "Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices"

B) Where Performance rating is "FAIR"

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

40.4 EXCLUSIONS

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants:

- i) Orders/ Contracts below the value of Rs.7 Lakhs.
- ii) One-time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

However, concerned Engineer—in—Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non-performance of Vendors/Suppliers/Contractors/ Consultants in all such cases.

40.5 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

40.5.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

40.6 EFFECT OF HOLIDAY

40.6.1 If a Vendor/ Supplier/ Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/ Contractor/ Consultant should not be considered in ongoing tenders/future tenders.

40.6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidentals to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.



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40.6.3 Effect on other ongoing tendering:

40.6.3.1 After issue of the enquiry /bid/ tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

40.6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/ EMD submitted by the party shall be returned to the party.

40.6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re—invited.

40.7 While putting the Vendor/ Supplier/ Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/ Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

40.8 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to MNGL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

40.9 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Chairman, MNGL for works approved by Managing Director and Director Commercial, jointly or severally, Maharashtra Natural Gas Limited, Pune

40.10 ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re—tendering, MNGL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such bidder will be put on holiday for a period of six months after following the due procedure.

40.11 In case GST department brings to the notice of MNGL that a Party has not paid to the credit of the Government the GST collected from MNGL, then party will be put on holiday for a period of six months after following the due procedure.



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Annexure – A

Maharashtra Natural Gas Limited PERFORMANCE RATING DATA SHEET (FOR PROJECTS/ CONSULTANCY JOBS)

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items Works/Assignment :
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ Contractor/ Consultant :
- vi) Contracted delivery/ Completion Schedule :
- vii) Actual delivery/ Completion date :

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Note:
Remarks (if any)

PERFORMANCE RATING (**)

Note:

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub - vendor/sub—contractor due to financial constraints, then ‘0’ marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under:

Sl.No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERYGOOD

Signature of Authorized Signatory:

Name:

Designation:

Instructions for allocation of marks

- Marks are to be allocated as under:



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1.1. DELIVERY / COMPLETION PERFORMANCE 40 Marks

<u>Delivery Period/ Completion Schedule</u>	<u>Delay in Weeks</u>	<u>Marks</u>
a) Up to 3 months	Before CDD	40
	Delay up to 4 weeks	35
	“ 8 weeks	30
	“ 10 weeks	25
	“ 12 weeks	20
	“ 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay up to 4 weeks	35
	“ 8 weeks	30
	“ 10 weeks	25
	“ 16 weeks	20
	“ 20 weeks	15
	“ 24 weeks	10
	More than 24 weeks	0

1.2. QUALITY PERFORMANCE 40 Marks

For Normal Cases: No Defects/No Deviation/ No failure: 40 marks

i. Rejection /Defects	Marks to be allocated on Prorate basis for acceptable Quantity as compared to total Quantity for normal cases	10 Marks
ii. When quality failure endangers system integration and safety of the system.	Failure of severe nature	0 Marks
	— Moderate nature	5 Marks
	- low severe nature	10-25 Marks
iii. Number of deviations	1. No deviation	5 Marks
	2. No. of deviations < 2	2 Marks
	3. No. of deviations > 2	0 Marks.

RELIABILITY PERFORMANCE 20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check—list points	4 marks
iv)	Compliance to statutory and HS&E requirements Or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks



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ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks



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G. INSTRUCTION REGARDING SUBMISSION BID ON E-PROCURE

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/e procure/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.

1 REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://etenders.gov.in/e procure/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.

2 SEARCHING FOR TENDER DOCUMENTS

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

3 PREPARATION OF BIDS:



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

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

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

4 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



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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 20.0 of ITB including forfeiture of EMD.

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

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

5 ASSISTANCE TO BIDDERS:

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



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SECTION -III GENERAL

CONDITIONS OF CONTRACT

(GCC-GOODS)



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1. Definitions

In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:

- 1.0 BIDDER: Designates the individual or legal entity, which has made a proposal, a tender, or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.1 CONSULTANT [if engaged] shall mean M/s.having its registered office at The term consultant includes successors, assigns of M/s.
- 1.2 CONTRACT shall mean Purchase Order/ Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.4 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads up to and including rated capacity.
- 1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/ GR in the case of a contract with an Indian Bidder.
- 1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.8 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.9 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stage wise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.



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- 1.13 PURCHASER shall mean MAHARASHTRA NATURAL GAS LIMITED (MNGL) having its Corporate Office at Purple Pride Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045 and registered office at A-Block, Plot No.27, Narveer Tanajiwadi, P.M.P.M.L. Bus Depot Commercial Bldg., 1st Floor, Shivaji Nagar, Pune-411005. The term PURCHASER includes successors, assigns of MNGL.
- 1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.
- PROJECT designates the aggregate of the Goods and/ or Services to be provided by one or more Contractors.
- Quantities – Bills of quantities Bills of quantities
- Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/ or Services.
- 1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/ CONTRACT is placed/ entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.17 SITE designates the land and/ or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/ PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.21 from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipment's covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.



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1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

1.23 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

2. Seller to Inform

2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.

1.24 START-UP shall mean the time period required to bring the equipment's covered under the Contract

3. Application

3.1 These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

4. Country of Origin

4.1 For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

5. Scope of Contract

5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/ CONTRACT specifications, drawings and Annexure thereto.

5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.

5.3 The SELLER shall follow the best modern practices in the manufacture of high-grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents are that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.

5.4 The SELLER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipment's to the PURCHASER.



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- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/ drawings.
- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT 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 equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- 5.9 Specifications, design and drawings issued to the SELLER along with RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/ CONSULTANT or its assigns and are subject to recall by PURCHASER/ CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for dispatch of EQUIPMENT as per instructions given in the CONTRACT.

6. Standards

- 6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

7. Instructions, Direction & Correspondence

- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.
- All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.
 - All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.
 - All communications including technical/ commercial clarifications and/ or comments shall be



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addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.

- d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.
- e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8. Contract Obligations

- 8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
- 8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

9. Modification in Contract

- 9.1 All modifications leading to changes in the CONTRACT with respect to technical and/ or commercial aspects including terms of delivery shall be considered valid only when accepted in writing by PURCHASER/ CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.
- 9.2 PURCHASER/ CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

10. Use of Contract Documents & Information

- 10.1 The Seller shall not, without the PURCHASER's/ CONSULTANT's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1 except for purpose of performing the CONTRACT.

11. Patent Rights, Liability & Compliance of Regulations



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SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.

- 11.1 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.
- 11.2 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/ employees or their heirs, dependents, representatives, etc. or from any other person/ persons or bodies/ companies etc. for any acts of commissions or omission while executing the CONTRACT.
- 11.3 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

12. Performance Guarantee

- 12.1 Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/ irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.
- 12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/ Guarantee.
- 12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.
- 12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/ Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

13. Inspection, Testing & Expediting

- 13.1 The PURCHASER or its representative shall have the right to inspect and/ or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/ or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.



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13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/ or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor(s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.

13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.

The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.

13.4 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.

13.5 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.

13.6 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).

13.7 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/ or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/ or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.

13.8 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.

13.9 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days' notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.

13.10 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.

13.11 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall



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be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.

- 13.12 Nothing in Article-13 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.
- 13.13 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 13.14 **Inspection & Rejection of Materials by consignees** When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/ supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14. Time Schedule & Progress Reporting

14.1 Time Schedule Network/ Bar Chart

14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.

14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.

14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.

14.1.4 The time schedule network/ bar chart shall be updated at least every second month.

14.2 Progress Trend Chart/ Monthly Report

14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.

14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.

14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with CONTRACT confirmation.



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14.3.1 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.

14.3.2 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.

14.3 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.

15. Delivery & Documents

15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.

15.2 Delivery shall be deemed to have been made:

- a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
- b) In case of FOT dispatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.
- c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s).

15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.

15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT.

15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.

15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in



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the required number of copies as specified in the contract.

- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

16. Transit Risk Insurance

- 16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser. Insurance Requirements: -

Indigenous Bidders : Transit risk insurance from F.O.T. dispatch point onwards shall be arranged and borne by MNGL.

Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by MNGL.

The SELLER shall ensure that in effecting dispatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardized. The Seller shall furnish the cost of materials against each equipment.

- 16.3 PURCHASER's Insurance Agent:
[The name and address-as mentioned under SCC]

17. Transportation

- 17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, up to and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.
- 17.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

18. Incidental Services

- 18.1 The Seller may be required to provide any or all of the following services:

18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:



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- 18.1.2 Furnishing tools required for assembly and/ or maintenance of the supplied Goods:
- 18.1.3 Performance or supervision or maintenance and/ or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/ guarantee obligations under the Contract.
- 18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start- up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
- 18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 18.3 When required, Seller shall depute necessary personnel for supervision and/ or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty- one days for medium and long-term assistance, from the date of notice given by Purchaser.
- 18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.
- 19. Spare Parts, Maintenance Tools, Lubricants**
- 19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.
- 19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and
- 19.1.2 In the event of termination of production of the spare parts:
- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
 - ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.
- 19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/ vendors for such spares/ maintenance tools for:
- 19.2.1 The construction, execution and commissioning.
- 19.2.2 Two years operation and maintenance
- 19.3 Spare parts shall be new and of first-class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be



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completely interchangeable with the corresponding parts.

19.4 Type and sizes of bearings shall be clearly indicated.

19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.

19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.

19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.

19.8 Lubricants

19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.

19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.

19.8.3 Seller shall indicate various equivalent lubricants available in India.

20. Guarantee

20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S/ CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by PURCHASER/ CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve (12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfill the foregoing guarantees.



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PURCHASER/ CONSULTANT may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER/ CONSULTANT and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER/ CONSULTANT shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER/ CONSULTANT, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER/ CONSULTANT shall immediately rectify the work/ materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.

If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/ modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

20.2.2 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/ CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfill the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/ CONSULTANT in this regard shall be to SELLER's account.

21. Terms of Payment

21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.



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21.5 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

- i) All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalized Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter/Fax of Intent together with Performance Guarantee for 10% of total order/ Contract value.
- ii) For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
- iii) Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
- iv) All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder.
- v) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- vi) No interest charges for delay in payments, if any, shall be payable by PURCHASER.
- vii) In case of Indian bidder, variation, if any, on account of customs duty on their built - in - import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site(s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.
- viii) Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

22. Prices

22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.

23. Subletting & Assignment

23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall



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not relieve the contractor from any obligation, duty or responsibility under the contract.

24. Time as Essence of Contract

24.1 The time and date of delivery/ completion of the GOODS/ SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

25. Delays in the Seller's Performance

25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:

- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
- ii) Cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
- iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

25.2 Any inexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

26. Price Reduction Schedule for Delayed Delivery

26.1 Subject to Article-29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

26.1.1 Deductions shall apply as per following formula:

In case of delay in delivery of equipment/ materials or delay in completion, contract price shall be reduced by ½% (half percent) of the respective price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the contract price.

26.2 In case of delay in delivery on the part of Seller, the invoice/ document value shall be reduced proportionately for the delay and payment shall be released accordingly.

26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER



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may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.

Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/ damage which the PURCHASER would have suffered on account of delay/ breach on the part of the SELLER 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 the PURCHASER in the matter of applicability of price reduction shall be final and binding.

27. Rejections, Removal of Rejected Equipment & Replacement

- 27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/ CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.
- 27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/ CONSULTANT shall be entitled to reject the EQUIPMENT/ MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.
- 27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/ OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.
- 27.4 EQUIPMENT rejected by the PURCHASER/ CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.
- 27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any; from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

28. Termination of Contract

28.1 Termination for Default

28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:

- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
- B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
- C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.



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28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR 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 VENDOR (as a bidder) has not been finalized] for three years from the date of termination by Maharashtra Natural Gas Limited to such VENDOR.

28.2 Termination for Insolvency

28.2.1 The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER 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 the PURCHASER.

28.3 Termination for Convenience

28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER'S receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

a) to have any portion completed and delivered at the CONTRACT terms and prices, and

/or

b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29. Force Majeure

29.1 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.



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- d) Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER.

The SELLER shall advise PURCHASER/ CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER/ CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

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

SELLER 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, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.

30. Resolution of Disputes/ Arbitration

30.1 The PURCHASER and the SELLER 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.

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 Legal Construction

The Contract shall be, in all respects be construed 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 within Union Territory of New Delhi.

30.4 Arbitration

All disputes, controversies, or claims between the parties (except in matters where the decision of the 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 a sole arbitrator. The PURCHASER (MNGL Limited) shall suggest a panel of three independent and distinguished persons to the



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Seller to select any one among them to act as the sole Arbitrator.

In the event of failure of the Seller 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 the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER 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 New Delhi, 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 State of Maharashtra (India).

Seller 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 1996.

The WORK under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings.

31. Governing Language

31.1 The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

32. Notices

32.1 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.

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

33. Taxes & Duties

33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.



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- 33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, **GOODS & SERVICES TAX** on finished products shall be reimbursed by PURCHASER.
- 33.3 **GST** payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is up to the bidder/ seller to ascertain the amount of these taxes and to include them in his bid price.

34. Books & Records

- 34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/ CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lump sum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35. Permits & Certificates

- 35.1 SELLER 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 SELLER further agrees to hold PURCHASER and/ or CONSULTANT 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. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

36. General

- 36.1 Prevailing conditions / clauses

In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.

Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provisions(s) of the "SCC" shall be deemed to override the provisions(s) of "GCC", and shall to the extent of such repugnancy or variation prevail.

Wherever there is contradiction with respect to terms of GCC and 'Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice' shall prevail.

- 36.2 Losses due to non-compliance of Instructions

Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/ CONSULTANT in connection with the



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contract execution shall be recoverable from the SELLER.

36.3 Recovery of sums due

All costs, damages or expenses which the PURCHASER/ CONSULTANT may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/ or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

36.4 Payments, etc. not to affect rights of the PURCHASER No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER/ CONSULTANT shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.

36.5 Cut-off Dates

No claims or correspondence on this Contract shall be entertained by the PURCHASER/ Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any).

36.6 Paragraph heading

The paragraph heading in these conditions shall not affect the construction thereof.

36.7 Confidentiality

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

37. Import License

37.1 No import license is required for the imports covered under this document.

38. Fall Clause

38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/ principal/ dealer, as the case may be, sells the materials of identical description to any Persons/ Organizations including the Purchaser or any Department of the Central Govt. or any Department of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.

38.2 If at any time during the said period, the supplier or his agent/ principal/ dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/ organizations including the Purchaser or any Dept. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or



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sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

- a) Exports by the Contractor/Supplier or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement.
- c) Sale of goods such as drugs which have expiry dates.

38.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order: -

“I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the MNGL under the order herein and such items/goods/ materials have not been offered/ sold by me/us to any person/organizations including the Purchaser or any Dept. of Central Govt. or any Dept. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be up to the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the MNGL under the order”.

Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub- clause (a), (b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.

39. Publicity & Advertising

Seller shall not without the written permission of PURCHASER/ CONSULTANT make a reference to PURCHASER/ CONSULTANT or any Company affiliated with PURCHASER/ CONSULTANT or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.

40. Repeat Order

40.1 PURCHASER reserves the right, within 6 months of order to place repeat order up to 50% of the total order value without any change in unit price or other terms and conditions.

41. Limitation of Liability

41.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential



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SECTION- IV SPECIAL CONDITIONS OF CONTRACT (SCC-GOODS)



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1.0 DEFINITIONS

1.1. In addition to meaning ascribed to certain capitalized terms in Section III “GCC - GOODS”, following initial capitalized terms shall have the meaning as ascribed to such term here under. In case any term defined hereunder is also defined in Section III “GCC - GOODS”, the meaning ascribed to such term hereunder shall prevail:

1.1.1 Definitions

For definitions refer to General Conditions of Contract (GCC).

1.2. Interpretations

1.2.1. Where any portion of the GCC - Goods is repugnant to or at variance with any provisions of the SCC- Goods then, unless a different intention appears, the provisions of the SCC - Goods shall be deemed to govern the provisions of the GCC - Goods and SCC - Goods provisions shall prevail to the extent of such repugnancy, or variations exist.

1.2.2. In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

1.2.3. Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.

1.2.4. All headings, subtitles and marginal notes to the clauses of the GCC - Goods, SCC - Goods or to the Specifications or to any other part of Bidding Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

1.2.5. The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalized term.

1.2.6. All the clauses mentioned in GCC in context with Foreign Bidders are not applicable for this Tender.

2.0 SELLER’S SCOPE

(GCC - Goods Clause No. 5.0)

2.1 MANUFACTURING & SUPPLY OF ODORIZING UNIT

Refer clause 3.0 of IFB & Technical Specification.

2.1.1 Seller’s scope shall include:

- (a) Design / Manufacturing / Testing etc. of Odorizing Unit as per Material Requisition / Technical Specifications.
- (b) Preparation of quality assurance / quality control program.
- (c) Obtaining Purchaser’s approval.
- (d) Arranging inspection and testing certification.
- (e) Inspection by Purchaser / agency designated by purchaser and obtaining inspection release note.
- (f) Obtaining dispatch clearance.
- (g) Packing and loading on truck / trailer, transportation to designated storage yard for Indian bidder and unloading of material at site / store as designated by the owner.



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- (h) Successful testing and commissioning at site.

3.0 PACKING, MARKING AND SHIPMENT

- 3.1 The seller, wherever applicable shall after proper painting, pack and crate all goods for sea / air / road / rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The seller shall be held responsible for all damages due to improper packing. The seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.

4.0 DELIVERY SCHEDULE

- 4.1 All goods under the scope of the Bidder shall be as per following schedule:

- 4.1.1 The delivery schedule shall be as per Clause No. 4 of Section – I, IFB.
- 4.1.2 Delivery of goods shall be based on FOT Project Site basis. The date of receipt and acceptance of materials at MNGL Storages House shall be considered as the date of delivery
- 4.1.3 Failing to meet delivery schedule will be subject to Price Reduction and / or other remedies available to the Purchaser in Bidding Documents.
- 4.1.4 Price Reduction Schedule (PRS) shall be applicable as per clause 26 of GCC-GOODS.
- 4.1.5 Delivery period as detailed in Clause 4.1.1 of SCC-Goods shall be the essence of Agreement and no variation shall be permitted.
- 4.1.6 The delivery period shall be reckoned from the date of issuance of separate Delivery Order.

5.0 DISPATCH INSTRUCTIONS

- 5.1 Seller shall obtain dispatch clearance from the purchaser prior to each dispatch.
- 5.2 Copy of Inspection Release Note, Dispatch Clearance and Statement showing the name of the vessel / transporter, description and weight of material and shipping marks etc. to be submitted along with the documents.

6.0 INDEPENDENT SELLER

- 6.1 It is expressly understood and agreed that seller is an independent party and that neither the seller / its personnel are servants, agents or employees of Purchaser nor the seller has any kind of interest in other sellers.

7.0 LIEN



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7.1 Seller shall ensure that the scope of supply / works under the agreement shall be free from any claims of title / liens from any third party. In the event of such claims by any party, seller shall at his own cost defend, indemnify and hold harmless purchaser or its authorized representative from such disputes of title / liens, costs, consequences etc.

8.0 RECOVERY OF CUSTOMSDUTY

8.1 In case, the statutory variation entitles the employer to recover the amount (irrespective of contractual delivery) such amount will be recovered from any bill of the contractor, immediately on enforcement of such variation, under intimation to the contractor.

9.0 REJECTION

9.1 Any materials / goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture / fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements / specifications of the purchase requisition/order, shall be liable for immediate rejection.

9.2 Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to employer.

10.0 LIMITATION OF LIABILITY

10.1 Notwithstanding anything contrary contained herein, the aggregate total liability of supplier under the contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

11.0 INSURANCE

AS PER CLAUSE -16 OF GCC – GOODS

11.0 The responsibility to maintain adequate insurance coverage at all time during the period of contract till completion of installation, testing and commission including PG Tests shall be that of Supplier in line with the tender documents.

11.1 The Transit Insurance shall be arranged by the supplier failing to which, the supplier shall be fully responsible for transit damage, if any.

12.0 GOVERNING LAW

12.1 Laws of India will govern the agreement and Pune courts will have exclusive jurisdiction on all matters related to Agreement.

13.0 EMPLOYER'S RIGHTS ANDREMEDIES

13.1 Without prejudice to employer's right and remedies under Agreement, if supplier fails to commence delivery as per agreed schedule and/or in reasonable opinion of the employer,



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contractor is not in a position to make up the delay to meet the intended purpose, the employer may terminate the agreement in full or part at supplier's default and may get supplies from other sources at supplier's risk and cost.

14.0 GUARANTEE

14.1 (AS PER CLAUSE 20 OF GCC-GOODS)

15.0 PRICE REDUCTION SCHEDULE(PRS)

15.1 In supply contract, the portion of supply completed in all respects which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract the price reduction schedule @0.5% per week or part thereof of the delayed delivery value maximum up to 5% of total Delivery Order value (Excluding Taxes and Duties). The total value of DO considered for applying PRS shall be excluding of all Taxes and Duties.

16.0 TERMS AND MODE OF PAYMENT

16.1 The terms and mode of payment shall be as per Section-IV.

17.0 REPEAT ORDER

Repeat Order shall be as Per Clause 40.0 of GCC – Goods

18.0 ORIGIN OF GOODS

In partial modification to GCC – GOODS a certificate issued by relevant chamber of commerce to this effect shall form part of shipping documents.

19.0 FALL CLAUSE

Fall Clause under Clause 38 of GCC - Goods stands deleted.

20.0 QUALITY ASSURANCE / QUALITY CONTROL

20.1 The bidder shall prepare a detailed quality assurance plan for the execution of contract for various facilities, which will be mutually discussed and agreed to.

20.2 The bidder shall establish document and maintain an effective quality assurance system outlined in recognized codes.

20.3 The purchaser, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop/site as deemed necessary for quality assurance.



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21.0 THIRD PARTY INSPECTION:

List of Third-Party Inspection Agency has to be submitted by the bidder to the Purchaser / consultant for approval. ONLY APPROVED THIRD PARTY INSPECTION AGENCIES SHALL BE ENGAGED BY THE BIDDER FOR INSPECTION OF ODORIZING UNIT and ITS COMPONENTS BEFORE SHIPMENT TO MNGL.

22.0 CONTRACT PERFORMANCE BANK GUARANTEE:

22.0 Within 15 days after the Bidder's receipt of notification of award of the CONTRACT, the Bidder shall furnish Security Deposit in the form of Bank Guarantee to the PURCHASER, for an amount equivalent to 10% of the total Purchase Order value (Excluding taxes & duties). Performance Bank guarantee shall be valid for a period of 3 months beyond the expiry of Defect Liability Period/ Warranty-Guarantee Period (which shall also include the delivery period & contract period).

The same can also be submitted as per the following:

- a) 02% of ARC/ Purchase Order Value (Excl. taxes & duties) within 15 days from the date of notification of order.
- b) 08% of individual release order value (Excl. taxes & duties) within 15 days from the date of intimation.

The validity of bank guarantee shall be 03 months beyond Defect Liability Period/ Warranty-Guarantee Period (which shall also include the delivery period).

23.0 POST ORDER CORRESPONDENCE

All post-order correspondence shall be addressed to:

- a) ENGINEER IN CHARGE (as designated at the time of issue of Purchase Order)

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

- b) Assistant Manager-(C&P)

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

24.0 TERMS OF PAYMENT SUPPLY PORTION

24.1 90% (GST Compliant Invoice value with taxes and duties) of the total supply order price (per Odorizing Unit) will be paid against receipt of ordered item(s) by owner at site within 30 days of receipt and acceptance of bills at site against relevant documents as mentioned in order:

- i) Inspection release note by Purchaser or by his approved TPI Agency.
- ii) LR / GR in original.



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- iii) Packing List.
- iv) Proof of customs clearance including payment of custom duty for imports permitted in the contract.
- v) Proof of receipt at store.
- vi) A certificate from manufacturer that the all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement. In case manufacturer is not the contractor, the contractor owning overall responsibility will duly endorse this certificate.
- vii) Dispatch instructions / clearance by purchaser.
- viii) Performance Bank Guarantee(s) of 10% of Order Value. If already submitted, a copy of the same.
- ix) Documents / drawings as specified in Vendor Data Requirement in Material

24.2 10% of the total supply order price (per Odorizing Unit will be paid within 30 days of successful completion of erection, testing, commissioning and field performance test and acceptance thereof by owner and submission of final document, as built drawings and completion in all respects. In case erection and commissioning is delayed beyond 90 days from receipt of package at site, this 10% payment towards supply will be released to the vendor within 30 days against submission of an undertaking for the above on non-judicial stamp paper of appropriate value.

25.0 INSTALLATION AND COMMISSIONING:

100% within 30 days on successful testing, commissioning, and handing over to owner.

a. Mode of payment

- i. Payment will be made by way of normal banking channels.
- ii. Deduction at source

Purchaser will release the payment after off-setting all dues to the Purchaser payable by the seller under the contract. Deduction will be affected at source as per the law in force.

26.0 PAYING AUTHORITY: Dy. General Manager (F&A)

Maharashtra Natural Gas Limited
A- Block, Plot No-27, Narvir Tanaji Wadi,
PMPML Bus Depot, Commercial Building,
1st Floor, Shivajinagar,
Pune – 411005

For Ramanagara GA (Karnataka):

M/s. Maharashtra Natural Gas Ltd.
C/o. LTG-BRV e City,
Kodiyalakarehalli Village,
Bidadi Hobli,
Taluk & Dist. Ramanagara – 562109

Name & Address of the Bankers

State Bank of India,



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Industrial Finance Branch,
Tara Chambers, Pune Mumbai Road,
Wakdewadi, Shivajinagar, Pune-411003

-GST Number : 27AAECM5536G1ZF for Maharashtra
: 29AAECM5536G1ZB for Karnataka

27.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

27.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1+ 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women with above 25% reservation. This respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ ST entrepreneurs/ MSEs owned by women. The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

In case tendered item is non-splitable or non-dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

27.2 The MSEs owned by SC/ST entrepreneurs shall mean:

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The MSE(s) owned by Women shall mean:

- a) In case of proprietary MSE, Proprietor(s) shall be Women.
- b) In case of partnership MSE, the Women partners shall be holding at least 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

27.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with



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District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.

- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law and notary public with legible stamp.

Further, such participating MSE bidders are not entitled for purchase preference.

- 27.4 If against an order placed by MNGL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No, Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

- 27.5 **The benefit of policy is not extended to the trader/ dealers/distributors/stockiest/wholesaler.**

- 27.6 Government of India vide Gazette notification no. CG-DL-E-01062020-219680 dated 01.06.2020 (Annexure-1) notified the modified criteria for classification of Micro, Small and Medium Enterprises, w.e.f. 01.07.2020 which is mentioned below:

- i. A Micro Enterprise, where the investment in Plant and Machinery or Equipment does not exceed Rs. 1 Cr. and Turnover does not exceed Rs. 5 Crs.;
- ii. A Small Enterprise, where the investment in Plant and Machinery or Equipment does not exceed Rs. 10 Crs. and Turnover does not exceed Rs. 50 Crs.;
- iii. A Medium Enterprise, where the investment in Plant and Machinery or Equipment does not exceed Rs. 50 Crs. and Turnover does not exceed Rs. 250 Crs.;

- 27.7 Subsequently, vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 (Annexure-2), Ministry of MSME has notified criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified the form and procedure for filing the memorandum (hereafter in this notification be known as Udyam Registration) with effect from 01.07.2020.

In the foresaid notification, it is mentioned that the exiting MSEs are to be obtained Udyam Registration No. w.e.f. 01.07.2020 and the existing certificates of MSEs are continued to be valid till 31.03.2021.

- 27.8 In view of above, it is clarified that following documents are to be submitted by MSEs:
- (i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e., <https://msme.gov.in/>).

Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for



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- (ii) An enterprise registered prior to 30.06.2020 and who are not re-registered with Udyam Registration, shall continue to be valid for a period up to 31.03.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

28.0 PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

- I. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
- II. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India
- III. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- IV. "Bidder from a country which shares a land border with India" for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- V. "Beneficial owner" for the purpose of above (4) will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than



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twenty-five per cent of shares or capital or profits of the company;

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

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ANNEXURE-A to SCC- GOODS

TERMS & CONDITIONS FOR SITE WORK- MNGL)

1. All labor (skilled and un-skilled) tools, tackles and consumables shall be arranged by the vendor / seller at his own cost for all site works.
2. Vendor shall arrange and pay for the transport, accommodation, medical and other facilities for their employees / staff at their own cost.
3. Vendor shall abide by all labor laws, safety codes and statutory regulations and keep owner indemnified in respect thereof.
4. Vendor shall arrange and pay for all insurances as may be required under the law for their employees and material till commissioning and handing over.
5. Vendor shall / may be working at owner's site along with agencies who will be engaged in some other activities, for which, the third-party risk shall also be covered.
6. Vendor shall keep the site as clean as possible during erection / testing and remove all temporary structure etc., if any, immediately after erection / testing is completed.
7. Electricity & Gas will be made available at site by the owner for testing / commissioning.
8. Unloading at site will be in Vendor's Scope.



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SECTION -V TECHNICAL SPECIFICATION

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1.0 SCOPE OF WORK

Bidder shall be responsible for supply of odorizing unit on turnkey basis with complete scope of work as listed below but not limited to the following:

- a) Design and Engineering
- b) Sizing calculation, verification of size to suit technical requirement
- c) Preparation of documents, drawings (including GAD, P&ID, detail datasheets, Foundation drawings etc.) and co-ordination for approval of documents by MNGL
- d) Ordering, Procurement and co-ordination for supply of bought out item
- e) Inspection of bought out items, odorizing unit components
- f) Fabrication, mounting, installation in Odorizing Unit, in-process Inspection, Factory Acceptance Testing
- g) Transportation, Transit Insurance, loading and unloading of material at MNGL site/ stores
- h) Installation, field calibration/ testing and commissioning of Odorizing Unit.
- i) Compliance of Checklist points during FAT, Site, stores (if any)
- j) Rectification of any damage (if any) occurred during transportation/ unloading/ observed on receipt of material at site
- k) Comprehensive AMC for 0+4 years (1 year warranty period + 4 years)

1.1 CODES & STANDARDS

Mechanical: Equipment shall generally be designed in accordance with the relevant Institute of Gas Engineers (IGE) codes and the following principal codes of practice.

ASME Boiler and Pressure Vessel Code

Section-V : Non-destructive examination

Section-VIII : Pressure Vessel. Division-1

Section-IX : Welding and brazing qualifications

American National Standard Code

ANSI/ ASME B16.5 : Flanges and Flange Fittings

ANSI/ ASME B31.8 : Gas Transmission and Distribution Systems

American Petroleum Institute

API RP 520 : Parts-1 & 2, Design and installation of pressure relieving systems in refineries

API RP 521 : Guide for Pressure Relief and Depressing Systems

API RP 550 : Manual on installation of refinery instrument and control systems

API 6D : Specification for pipeline valves, end closures and swivels

API 5L : Specification for Piping

British Standard Specifications

BS 449 : Structural Steel Work



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Instrumentation: Instrumentation shall generally be in accordance with the applicable sections of the following principal codes of practice

BS 1041 : Code for Temperature Measurement

BS 1042 : Code for Measurement of Fluid Flow in Pipes;

BS 5501 : Part-1, Electrical apparatus for potentially explosive atmospheres

API RP 550 : Manual on Installation of Refinery Instrument Control Systems

API RP 521 : Grade for Pressure Relief & Depressurizing Systems

ISA A5.1: Instrument Symbols & Identification

BS 2765 : Thermo wells

BS 1259 : Intrinsically safe Electrical Apparatus and Circuits

BS 5345 : Part 1- Selection, Installation and Maintenance of Electrical Apparatus & Circuit

1.2 SYSTEM DESCRIPTION – ODORIZING SYSTEM

1. Scope shall include Design, drawing, material procurement, fabrication & commissioning of packaged injection in type Natural Gas Odorization System.
2. The odorizing system shall have an automatic odorant injection facility into the natural gas stream depending upon the existing flow rates in the Natural Gas Pipeline.
3. The Odorizing System and components are designed to be Compatible (80% TBM +20% MES), TBM, THT, ETHYL MERCAPTAN, TBM+THT blends & TBM+IPM blends.
4. Odorant Storage Containers: - 1 No. Odorant Storage Tank of 1000 liters capacity having SS 304 Material of Construction. The storage tanks shall be equipped with a Mechanical Level Gauge Indicator.
5. Odorant Injection Panel: - Primary pneumatic driven Pump shall be used for injection of odorant into the pipeline network. All pumps shall be suitable for Hazardous Area Installation with all necessary approvals. The system should be capable of registering the amount of Odorant Injected into the pipeline. The odorant injection system shall be fully controlled by the Electronic Control Unit and the same should function even in case of Power Failure. The entire injection unit shall be enclosed in a weatherproof cabinet with ease for service & maintenance activities.
6. Electronic Control Unit: - Electronic Control Unit shall be capable of

Data Reading: Local Operator through RS 232.

Local Interface, Alarms, data and alarm logs/history.

Electronic Control Unit should be capable of processing the flow-signals (4-20 mA) from remotegas flow meters. The control unit shall be enclosed within IP 55 MS Cabinet.



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1.3 Owner's Scope

- a) Provision of connecting tap-off and injection point NPT connection.
- b) Electrical Power source at Safe Area near ECU installation point – Single Phase, 230 V, 50 Hz.
- c) Civil Works/ Foundation work.

DATA SHEET- ODORIZING UNIT

Fluid	Natural Gas
Flow Rate Maximum	13000 SCM/H
Operating Pressure @ Dozing Point	30 Bar
Max. Operating Pressure @ Dozing Point	49.0 Bar
Operating Temperature	0°C -60°C
Design Temperature	65°C
Design Pipe line Rating	#300
Odorant Concentration	To achieve a concentration of 12.0 ppm at Peak Flow Rate
System Compatibility	(80% TBM +20% MES), TBM, THT, ETHYL MERCAPTAN, TBM+THT blends & TBM+IPM blends.
Odorant Storage Containers	NABCB approved TPIA within India. (1000 ltrs.)
Material	SS304 or higher
Inlet, outlet, valves, level gauge, tank level transmitter, level switch (high and low)	SIL 2 Certificate.
Odorant Injection Panel System	PLC based
Pump	pneumatic positive displacement pump
Pump material	SS 316 or higher
Power Supply	
Primary Power Supply	Solar Panel
Secondary Power Supply	Through UPS
Tap-Off & Injection Points	
Tap Off Point No.1:	Gas Inlet to pressurize the odorizing storage tanks
Injection Point No.1:	Odorant Injection Point
Dosing System	1 Working + 1 Standby



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SECTION -VI FORMS AND FORMATS



TENDER FOR PROCUREMENT OF ODORIZING UNIT



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LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY/ BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY/ BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/ BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY/ SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITION
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FOR BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-18	BIDDER'S QUERIES FOR PRE-BID MEETING
F-19	E-BANKING FORMAT
F-20	CONFIRMATION UNDER MSMED ACT 2006



TENDER FOR PROCUREMENT OF ODORIZING UNIT



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F-1 BIDDER'S GENERAL INFORMATION

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
SUBJECT: PROCUREMENT OF ODORIZING UNIT
TENDER NO.: REPL /MNGL/OU/07/21

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship Firm/ Partnership Firm/ Limited/ Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/ Partners/ Directors of the firm/ company	
4	Number of Years in Operation	
5	Address of Registered Office: * In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City:
		District:
		State:
		Pin/ ZIP:
6	Operational Address [if different from above]	City:
		District:
		State:
		PIN/ ZIP
7	Telephone Number [Mobile & Landline]	_____ (Country Code) (Area Code) (Telephone No.)
8	E-mail address	
9	Website	
10	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
11	ISO Certification, if any	{If yes, please furnish details}
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
16	PAN No.	[Enclose copy of PAN Card]
17	GST Registration No.	[Enclose copy of GST Registration Certificate]
18	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
19	ESI code No.	



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		[Enclose copy of relevant document]
20	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes/ No <i>(If the response to the above is ‘Yes’, Bidder to provide Purchaser a copy of the Entrepreneur’s Memorandum (EM) filled with the authority specified by the respective State Government)</i>
21	Whether Micro/ Small/ Medium Enterprise	(Bidder to submit documents as specified it ITB)
22	Type of Entity	Corporate/ Non-Corporate (As per GST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

NOTE:

- 1) **ANY DOCUMENTARY EVIDENCE IN SUPPORT OF ABOVE TO BE AUTHENTICATED/ ATTESTED BY NOTARY PUBLIC**
- 2) **DOCUMENTARY PROOF AGAINST MSME CERTIFICATION MUST BE DULY CERTIFIED BY CHARTERED ACCOUNTANT AND NOTARY PUBLIC WITH LEGIBLE STAMP**

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

	TENDER FOR PROCUREMENT OF ODORIZING UNIT	
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F-2
BID FORM

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
SUBJECT: PROCUREMENT OF ODORIZING UNIT
TENDER NO.: REPL /MNGL/OU/07/21

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of "_____ including "Specifications & Scope of Work", "General Purchase Condition [GPC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period of "**Four [04] months**" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to "**10% of Contract/ Work order value (excluding taxes & duties)**" or as mentioned in Tender Document for the due performance within "Thirty [30] days" of such Award.

Until a final Agreement/ Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding 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.

Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]
Name of Witness:
Address:

	TENDER FOR PROCUREMENT OF ODORIZING UNIT	
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F-3
LIST OF ENCLOSURES

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
SUBJECT: PROCUREMENT OF ODORIZING UNIT
TENDER NO.: REPL /MNGL/OU/07/21

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-16. (If applicable)
3. Document showing Financial Situation Information as sought in enclosed format F-16 (If applicable)
4. Copy of Bidding Documents along with addendum/ corrigendum 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.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Section II.
6. Bid Security / EMD
7. Tender Fee (If applicable)
8. Duly certified document from chartered engineer and or chartered accountant.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

	TENDER FOR PROCUREMENT OF ODORIZING UNIT	
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F-4
PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / 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

SUBJECT: PROCUREMENT OF ODORIZING UNIT
TENDER NO.: REPL /MNGL/OU/07/21

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 two (02) months beyond the validity of the bid]. 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 _____ 20__ at _____

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
 Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per Power of Attorney No.: _____
 Date: _____

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INSTRUCTIONS FOR FURNISHING "BID SECURITY/ EARNEST MONEY" BY "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 Bank’s Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with “IFB: Clause-6”.
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/ Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

.....

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F-4A
PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"

To
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
SUBJECT: PROCUREMENT OF ODORIZING UNIT
TENDER NO.: REPL /MNGL/OU/07/21

Irrevocable and confirmed Letter of Credit No..... Amount: Rs. _____

Validity of this Irrevocable: (In India)
Letter of Credit (2 months beyond validity of Offer)


Dear Sir,

1. You are here by authorized to draw on..... (Name of Applicant with full address) for a sum not exceeding..... available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by Maharashtra Natural Gas Limited, with the Tender No. duly incorporated therein, that one or more of the following conditions has / have occurred, specifying the occurred conditions(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to Maharashtra Natural Gas Limited during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/ Contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No. for..... (Item)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
5. Please obtain reimbursement as under:
6. All foreign as well as Indian bank charges will be on the account of M/s. (Applicant)

FOR

Authorized Signature

(Original Bank) Counter Signature

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E-5
LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations'/ 'Pre-tendering Conferences' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

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

SUBJECT: PROCUREMENT OF ODORIZING UNIT
TENDER NO.: REPL /MNGL/OU/07/21

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Conferences [Pre-tendering Conference]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence/ communication against the above Bidding Documents:

[1] Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail:@.....

[2] Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail:@.....



We confirm that we shall be bound by all commitments made by aforementioned authorized representative(s).

Yours faithfully,

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings.

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F-6
"NO DEVIATION" CONFIRMATION

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
SUBJECT: PROCUREMENT OF ODORIZING UNIT
TENDER NO.: REPL /MNGL/OU/07/21

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

To be submitted on bidder's Letter Head

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F-7

DECLARATION REGARDING HOLIDAY/ BANNING AND LIQUIDATION, COURT RECEIVERSHIP

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

SUBJECT: PROCUREMENT OF ODORIZING UNIT
TENDER NO.: REPL /MNGL/OU/07/21

Dear Sir,

We hereby confirm that we are not on ‘Holiday’ by MNGL or GAIL (India) Limited or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/ (ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of MNGL or GAIL (India) Limited or the Ministry of Petroleum and Natural Gas.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or ‘bankruptcy’.



In case it comes to the notice of MNGL that the bidder has given wrong declaration in this regard, the same shall be dealt as ‘fraudulent practices’ and action shall be initiated as per the Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to MNGL by us.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

To be submitted on bidder’s Letter Head

	TENDER FOR PROCUREMENT OF ODORIZING UNIT	
TENDER DOCUMENT NO REPL/MNGL/OU/07/21		DATE: 06-10-21 REV. NO- 00

F-8
CERTIFICATE FOR NON-INVOLMENT OF GOVT. OF INDIA

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
SUBJECT: PROCUREMENT OF ODORIZING UNIT
TENDER NO.: REPL /MNGL/OU/07/21

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “ _____ ”, 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 & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. 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 counter claims 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."

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:



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F-9

PROFORMA OF "BANK GUARANTEES" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
PERFORMANCE GUARANTEE No.:

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor" which expression shall wherever the context so require include its successors and assignees) have been awarded the work of _____ vide LOA/FOA No. _____ dated _____ for Maharashtra Natural Gas Limited, Purple Pride Coronet, 2nd Floor, Baner Road, Baner, Pune-411045.

The Contract 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 to give the irrevocable & unconditional guarantee to 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 first demand pay without demur, contest, protest and/ or 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 require from time to time.
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 _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
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 and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of



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omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

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 contractor 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 _____ (this date should be 90 days after the expiry of defect liability period). The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by MNGL in writing. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contract and the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that MNGL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/ contractor and notwithstanding any security or the other guarantee that MNGL may have in relation to the supplier's/ contractor's liabilities.
7. The amount under the Bank guarantees is payable forthwith without any delay by Bank upon the written demand raised by MNGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of courts at Ahmedabad.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. 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

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INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs.100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.



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F-10 AGREED TERMS & CONDITIONS

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
SUBJECT: PROCUREMENT OF ODORIZING UNIT
TENDER NO.: REPL /MNGL/OU/07/21

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	Rate of applicable Goods and Services Tax	GST:%
5.	Confirm acceptance of relevant Terms of Payment specified in the Bid Document. In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee 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. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	Confirm acceptance of all terms and conditions of Bid Document (all sections). Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 04 months from Final/ Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/ Bid Security details: a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB.	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations	



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	provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ MNGL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserve the right to make any change in the terms & conditions of the RFQ/ BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20.	Confirm that as per Clause 171 of GST Act, the benefit due to reduction in rate of tax or from input tax credit will be passed on to the consumer by way of commensurate reduction in prices.	

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:



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F-11 ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/ information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry/ tender through e-mail/ fax to concerned executive in MNGL issued the tender, by filling up the Format)

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
SUBJECT: PROCUREMENT OF ODORIZING UNIT
TENDER NO.: REPL /MNGL/OU/07/21

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/ job and/ or the information regarding the subject tender.

- We intend to bid as requested for the subject item/ job and furnish following details with respect to our quoting office:

Postal Address with Pin Code :
Telephone Number :
Fax Number :
Contact Person :
E-mail Address :
Mobile No. :
Date :
Seal/ Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :
Signature :
Name :
Designation :
Date :
Seal/ Stamp :



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F-12 UNDERTAKING ON LETTERHEAD

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
SUBJECT: PROCUREMENT OF ODORIZING UNIT
TENDER NO.: REPL /MNGL/OU/07/21

Dear Sir,

We hereby confirm that “The contents of this Tender Documents No. _____ have not been modified or altered by M/s. (Name of the bidder with complete address) In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s (Name of the bidder) shall be liable for rejection”.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:



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F-13 BIDDER'S EXPERIENCE

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
SUBJECT: PROCUREMENT OF ODORIZING UNIT
TENDER NO.: REPL /MNGL/OU/07/21

SI. No	Description of the Services	LOA/ WO No. and date	Full Postal Address & Phone nos. of Client. <i>Name, designation and address of Engineer/ Officer - in - Charge (for cases other than purchase)</i>	Value of Contract/ Order (specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:



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F-14 CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/ information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects. Please ensure compliance and tick (√) against following points:

S.N.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any)		
2.0	Confirm that following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		
viii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
7.0	Confirm has annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable.)		



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SN	DESCRIPTION	CHECK LIST	YES/ NA	NO
1.	TENDER FEE	Rs. _____,00		
	DD	DD NO. _____ dated _____ For Rs. __,00 in favour of MAHARASHTRA NATURAL GAS LIMITED payable at Pune	YES/ NA	
2.	EMD	Rs. _____		
A	DD	DD No. _____ dated _____ Drawn on _____ (bank) for Rs. _____ In favour of MAHARASHTRA NATURAL GAS LIMITED payable at Pune	YES/ NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/ NA	NO
C	NSIC/ DIC CERTIFICATE/ UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/ firm) and Notary Public with Legible stamp	YES/ NA	NO
2.	BID VALIDITY UPTO FOUR MONTHS	ACCEPTED	YES	NO
3.	Copy of WORK ORDER (WO)/LOA and completion/ execution certificate as stipulated in BEC	The Work order/ LOA & completion/ execution certificate mentioning required details duly attested by Chartered Engineer and Notary Public. For instance, Work order/ LOA must clearly indicate Nature of work/ service, various components/ items, period, and value. Similarly, completion certificate/ execution certificate must clearly indicate reference to relevant work order, Actual value of executed work, and Actual date of completion.	YES/ NA	NO
6.	FINANCIAL CRITERIA IN CASE OF SINGLE BIDDER AS STIPULATED IN BEC (Not Applicable for this tender)			
6i.	Financial Documents – Turn Over	Submitted audited Balance Sheet and Profit & Loss Statement of any of the three (3) Preceding Financial Year(s), i.e. FY: _____ [to be reckoned from bid due date] along with un-price bid.	YES/ NA	NO
6ii.	Financial Documents – Net Worth & Working Capital	Submitted audited Balance Sheet and Profit & Loss Statement of FY: _____ meeting the NET WORTH & Working Capital requirement.	YES	NO



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6iii.	Balance Sheet/s & Profit & Loss Statements as stipulated in BEC	Duly certified/ attested by Notary Public with legible stamp with applicability of relevant clause of BEC	YES/ NA	NO
6iv.	Details of financial capacity of bidder prescribed Format, F-16 as stipulated in BEC	Duly signed and stamped by a Chartered Accountant with Membership Number	YES/ NA	NO
6v.	In case Bidder's Working Capital is inadequate as stipulated in BEC	Letter (as per Format, f-15) from the Bidder's bank having net worth not less than INR 1 (one) Billion confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement duly certified/ attested by Notary Public with legible stamp.	YES/ NA	NO
7.	Tender Document Submitted	Submitted Unedited & Duly signed along with bid document	YES	NO
8.	SOR (BLANK without price) mentioning word "QUOTED/ NOT QUOTED" in each item rate column	Submitted Unedited & Duly signed along with bid document	YES	NO
9.	FORM-1 TO 19 ATTACHED TO TENDER	Duly filled information as applicable, signed, stamped & submitted all	YES	NO
10.	Non-submission of the attested copies as specified above/ in tender document of the requisite certificates/ documents shall render the bid non-responsive and shall be liable for rejection.		[AGREED & CONFIRMED]	

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

NB: Bidder is requested to fill this check list and ensure that all detail/ documents have been furnished (attached) as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the "Un-priced bid (Part-I)" and Blank Price schedule (Part-II). **Non submission of any document/ submission without proper certification/ attestation/ authentication as mentioned above may lead to outright rejection of the Bid.**



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F – 15 FORMAT FOR CERTIFICATE FROM BANK IF BIDDER’S WORKING CAPITAL IS INADEQUATE (To be provided on Bank’s letter head)

Date:

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
SUBJECT: PROCUREMENT OF ODORIZING UNIT
TENDER NO.: REPL /MNGL/OU/07/21

Dear Sir,

This is to certify that M/s..... (Name of the bidder with address) (Hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for MNGL’s RFQ/ Tender no. REPL/MNGL/NGC/09/21 BD dated..... for “**Services for**_____” and as per the terms of the said RFQ/ Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly, M/s..... (Name of the Bank with address) confirms availability of line of credit to M/s..... (Name of the bidder) for at least an amount of Rs. _____ (Working Capital Amount)

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

For (Name & address of Bank)

(Authorized signatory)
Name of the signatory :
Designation :
Stamp :



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F – 16

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

SUBJECT: PROCUREMENT OF ODORIZING UNIT
TENDER NO.: REPL /MNGL/OU/07/21

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1 (2017-2018):	
Year 2 (2018-2019):	
Year 3 (2019-2020):	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year _____
Amount (Currency)	
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets – Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	

Name of Audit Firm:
Chartered Accountant
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership no.:

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. For the purpose of this Tender document, (i) Annual Turnover shall be “Sale value/ Operating Income” (ii) Working Capital shall be “Current Assets less Current liabilities” and (iii) Net Worth shall be “Paid up share capital and Free Reserve & Surplus”
4. This certificate is to be submitted on the letter head of Chartered Accountant.



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BIDDER'S QUERIES FOR PRE-BID MEETING

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
SUBJECT: PROCUREMENT OF ODORIZING UNIT
TENDER NO.: REPL /MNGL/OU/07/21

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	MNGL'S REPLY
	SEC. NO.	PAGE NO.	CLAUSE NO.	SUBJECT		

NOTE: The Pre-Bid Queries shall be sent by fax and also by e-mail before due date for receipt of bidder's queries.

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____

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F-19

E-Banking Mandate Form

(To be issued on vendors letter head)

SUBJECT: PROCUREMENT OF ODORIZING UNIT

TENDER NO.: REPL /MNGL/OU/07/21

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

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

(Signature of vendor/ customer)

BANK CERTIFICATE

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

Bank stamp

Date

[Signature of Authorized officer of Bank]



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F-20

CONFIRMATION ON APPLICABILITY OF “MICRO, SMALL AND MEDIUM ENTERPRISE DEVELOPMENT ACT, 2006 (MSMED ACT 2006)”

SUBJECT: PROCUREMENT OF ODORIZING UNIT

TENDER NO.: REPL /MNGL/OU/07/21

1. We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” (‘MSMED’) are applicable to us and our organization falls under the definition of:

- a. **Micro Enterprise -** []
- b. **Small Enterprise -** []
- c. **Medium Enterprise -** []

(Please put a tick in the appropriate box)

2. Copy of proof of valid document/ certificate [indicating registration no.] of being a Micro/ Small/ Medium Enterprises is enclosed.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

Note: In case above Format along with proof of valid document/ certificate [indicating registration no.] is not submitted in offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.



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SECTION – VII SCHEDULE OF RATES (SOR)



TENDER FOR PROCUREMENT OF ODORIZING UNIT



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SCHEDULE OF RATES

SCHEDULE OF RATES		
	Client	MNGL
	Equipment Type	Odorizing Unit
	Consultant	Resonance Energy Pvt Ltd
	Supply Location	Ramanagara
	Description	Amount (Rs)
Equipment	Basic Cost	
	Packing & Forwarding	
	Freight Charges	
	Erection Commissioning	
	Basic Cost per machine	-
	Number of Unit	1
	Total Basic Cost	-
	GST @18%	-
	Budgetary Capex	-
AMC	Y0 (Warranty Period)	
	Y1	
	Y2	
	Y3	
	Y4	
	Basic AMC (Y0-Y4)	-
	Number of Unit	1
	Total AMC	-
	GST @18%	-
Budgetary Opex	-	
	Grand Total	-

