



**MAHARASHTRA
NATURAL GAS LIMITED**

**Tender for Rate Contract for the period of 2 years for
hiring of Project Management Consultancy (PMC)
Services for Design, Engineering & Supervision
works for CGD Projects
Bid document No. MNGL/C&P/2019-20/61**



MAHARASHTRA NATURAL GAS LTD

(A joint venture of GAIL (India) Ltd & Bharat Petroleum Corporation Ltd)

**'A' Block, Plot No.27, Narveer Tanajiwadi PMPML Bus Depot
Commercial Building, 1st Floor,
Shivajinagar, Pune -411005.**

**Bid Document for
Rate Contract for the period of 2 years for hiring of Project
Management Consultancy (PMC) Services for Design, Engineering
& Supervision works for CGD Projects**

Under Limited Domestic Competitive Bidding

Issued by
Sr. Manager (C&P)
Contracts & Procurement Dept.

Bid Document No. MNGL/C&P/2019-20/61 DATED 22.07.2019

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

INVITATION FOR BID (IFB)

Bid Document No.: MNGL/C&P/2019-20/61

Date: 22.07.2019


To,

Dear Sir,

M/s Maharashtra Natural Gas Ltd., Pune invites sealed bids **UNDER TWO BID SYSTEM** for the item(s) in complete accordance with the Bid Documents/ Attachments.

The salient terms and conditions of the bid are stated below:

- | | | | |
|--------------|--|----------|---|
| I. | PROJECT | : | CNG & City Gas Distribution Projects of MNGL, Pune |
| II. | TYPE OF BID | : | Limited Domestic Competitive Bidding |
| III. | ITEM(S) | : | Rate contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects |
| IV. | TIME SCHEDULE | : | As per Section 6 |
| V-A. | EARNEST MONEY/
BIDSECURITY | : | Rs.2,00,000/- in the form of Demand Draft/BG to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune. |
| V-B. | BID SECURITY VALIDITY | : | 6(SIX) months from bid due date |
| VI. | DATE & PLACE OF
PRE-BID CONFERENCE | : | 29.07.2019 at 11.00 Hrs. at Venue indicated at Sr. No. XIII below |
| VII. | DUE DATE & TIME OF
SUBMISSION OF BID | : | 06.08.2019 upto 15:00 hrs. |
| VIII. | BID VALIDITY | : | 4(four) months from the bid due date |
| IX. | TECHNO-COMMERCIAL BID
OPENING DUE DATE & TIME | : | 06.08.2019 at 16:00 Hrs. |
| X. | VENUE | : | Address & Contact Nos. given at Sl. No. XIII. |

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

- XI. **TENDER FEE (Non-refundable)** : Not applicable
- XII. **BID EVALUATION CRITERIA** : Overall basis for Complete scope of work
- XIII. **ADDRESS FOR CORRESPONDENCE & SUBMISSION OF BID DOCUMENT** : Sr. Manager (C&P)
Maharashtra Natural Gas Ltd.
Plot No. 27, 1st Floor,
Narveer Tanajiwadi PMPML Bus Depot
Commercial Building, Shivajinagar,
Pune – 411005
Ph. No. 91-20-25611000
Fax No. 91-20-25511522
- XIV. **BIDDER ELIGIBILITY CRITERIA** : Annexure – I to IFB

XV. OTHERS:

The bidder can download the Bidding Document from MNGL web-site and the downloaded bid document is to be submitted along with an undertaking that the contents of the Bidding Document have not been altered or modified. However bidder may collect the tender document from the address given at Sl. no. XIII.

In case you download the tender document and interested to quote, please intimate to us showing your interest immediately along with complete contact address, phone no., fax no., e-mail etc. for correspondence. Owner will inform about Addendum, if any to those who have furnished above information. However, information about Addendum shall also be available on MNGL's websites as and when these are issued.

The complete Bidding Document is also available on the web site of MNGL (www.mngl.in)

- 1.0 Bid Document is non-transferable.
- 2.0 Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Bids through Fax/ E-mail shall not be considered.
- Bidder may depute their representative with proper authorization letter to attend of techno-commercial opening of bids.
- 3.0 The Bid Document calls for offers on single point "Sole Bidder" responsibility basis.
- Order will be placed on the "Sole Bidder" alone (in whose name the bid document has been issued) who will be responsible for all contractual purposes.
- Further the bidders are advised to ensure that their offer is on single bidder responsibility basis and in total compliance of scope of supply as specified in Bid Document.
- 4.0 The bid should be prepared by the "Sole Bidder" and should be sent to MNGL directly. MNGL reserve the right to reject offers made by intermediaries' representatives.
- 5.0 Bidder shall ensure that Bid Security having a validity of 6(SIX) months from the bid due date, must accompany the offer in the format made available in the Bid Document.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

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

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

8.0 ZERO DEVIATION TENDER

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

- i) Do not meet BEC Criteria
- ii) Bid Security
- iii) Performance Security (Contract Performance Bank Guarantee), 10% of Annualized Contract/Order value
- iv) Delivery Period
- v) Terms of Payment
- vi) Force Majeure
- vii) Resolution of Dispute/Arbitration
- viii) Termination of Contract,
- ix) Warranty and Guarantee
- x) Offer not submitted for complete scope of work
- xi) Firm prices
- xii) Prices not quoted as per Schedule of Rates formats.
- xiii) Bidder have been banned by Government of India or any its Agency/ Undertaking/ Department of Government of India.
- xiv) Bidder is under liquidation.
- xv) Bidder is under litigation which owner's considers a disqualification.
- xvi) Bids not conforming to technical specification/requirements.
- xvii) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xviii) Price Reduction Schedule.

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

9.0 SEALING & MARKING OF BIDS

Bids should be submitted in complete accordance with the bid documents / attachments separately in three parts in sealed envelopes super-scribed with the Bid Document Number, due date, item and nature of bid (un-priced, priced), as follows :

- Part-I : UNPRICED BID
- Part-II : PRICE BID
- Part-III : Bid Security

The three envelopes, containing Part-I, Part-II & Part-III of offer, shall be duly sealed and respective cutout slip enclosed with this letter as Appendix-A shall be pasted on each envelop. Name & address of the bidder shall be mentioned on each cut-out slip. These three sealed envelopes shall be further kept in a larger envelope & which shall also be duly sealed. Cut-out slip meant for complete offer shall be pasted on it with name and complete address & contact number of the bidder.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61</p>
---	---

THIS IS NOT AN ORDER

Yours faithfully,
for Maharashtra Natural Gas Limited, Pune

Ganesh Said
Sr. Manager (C&P)

Encl. 1. Bid document

Note:

Please confirm your intention to quote or not within 7(Seven) days. In case not intending to quote then please give your valuable feedback to us.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNG/C&P/2019-20/61
---	--

ANNEXURE-I TO IFB

(BIDDER'S ELIGIBILITY CRITERIA)

1.0 BIDDER'S ELIGIBILITY CRITERIA:

The following are the BEC parameters: -

1.1 TECHNICAL (Experience Criteria) :

- 1.1.1 The bidder must have executed a single order for Project Management Consultancy (PMC) services of City Gas Distribution Project of at least Rs.60 Lakhs in the last 5 years reckoned from the bid due date including Design, Engineering, Procurement of Line pipes (API Grade), major equipments, laying jobs etc. & Construction supervision for steel pipe line laying & other related works contracts.

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

- 1a) The bidders are required to submit the copies of Detailed work orders specifying clearly the total works awarded along with the Bid document.
- 1b) The bidder who has executed the work; must submit the completion certificate issued from the client mentioning clearly WO no., WO date, awarded value of work & completed value of work, date of execution etc.

Non submission of documents as required in Sl. No. 1a & 1b, bids will be out rightly rejected.

1.2 FINANCIAL:

1.2.1 Turnover:

The bidder should have achieved a minimum annual turnover of Rs.60 Lakhs in any one of the last 3 (three) audited financial years i.e. 2016-17, 2017-18 & 2018-19.

1.2.2 Net Worth

Net worth of the bidder should be positive as per audited financial results for the year 2018-19.

1.2.3 Working Capital

The bidder should have a minimum working capital of Rs.12 Lakhs as per latest audited balance sheet i.e. for the financial year 2018-19.

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61</p>
---	---

Bidders must submit documentary evidence such as balance sheet & Profit & Loss A/c Statement for last three audited financial years i.e. 2016-17, 2017-18 & 2018-19 in support of the above.

If the audited financial results of the immediate preceding financial year i.e. 2018-19 is not available, then the audited financial results of the year immediately prior to 2018-19 i.e. 2017-18 shall be considered for calculation of Net Worth and Working Capital and audited Financial Results of the year 2015-16, 2016-17 & 2017-18 shall be considered for calculation of Annual Turnover as specified at Cl. 1.2 of Financial Criteria.

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNG/C&P/2019-20/61
---	--

TABLE OF CONTENTS

SL. NO.	DESCRIPTION
IFB	Invitation for Bid
SECTION - 1	Cut-out Slips
SECTION - 2	Instructions to Bidders
SECTION - 3	General Conditions of Contract
SECTION - 4	Special Conditions of Contract
SECTION - 5	Scope of Work
SECTION - 6	Time Schedule
SECTION - 7	Payment Terms
SECTION - 8	Price Schedule / Schedule of Rates (SOR)
SECTION - 9	ANNEXURES
	A - BID FORM
	B - CONTRACT AGREEMENT FORM
	C - PROFORMA OF PERFORMANCE SECURITY (CONTRACT PERFORMANCE BANK GUARANTEE)
	D - AGREED TERMS AND CONDITIONS
	E - PROFORMA OF LETTER OF AUTHORITY FOR ATTENDING THE BID OPENING AND SIGNING THE AGREEMENT
	F - DETAILS OF THE EXPERIENCE
	G - ANNUAL TURNOVER
	H - DEVIATION FORM
	I - PROFORMA OF BANK GUARANTEE FOR EMD

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNG/C&P/2019-20/61</p>
---	---

SECTION – 1

CUT OUT SLIPS

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

DO NOT OPEN – THIS IS A QUOTATION

PROJECT : CITY GAS DISTRIBUTION PROJECT

TENDER NO. : MNGL/C&P/2019-20/61

ITEM : **HIRING OF PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DESIGN, ENGINEERING & SUPERVISION WORKS FOR CGD PROJECTS**

DUE DATE : **06.08.2019 (UPTO 15:00 HRS)**

FROM: M/s.	TO: Sr. Manager (C&P) Maharashtra Natural Gas Ltd. Plot No.27, A-Block, Narveer Tanajiwadi PMPML Bus Depot. Commercial Building, 1st Floor, Shivajinagar, Pune-411005 Tel. No.020-25611021
-----------------------------	--

(TO BE PASTED ON THE OUTER ENVELOPE CONTAINING THREE ENVELOPES OF PART-I, PART-II AND PART-III OF BIDS)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

DO NOT OPEN – THIS IS A QUOTATION

(UN PRICED BID)

PROJECT : CITY GAS DISTRIBUTION PROJECT

TENDER NO. : MNGL/C&P/2019-20/61

ITEM : **HIRING OF PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DESIGN, ENGINEERING & SUPERVISION WORKS FOR CGD PROJECTS**

DUE DATE : **06.08.2019 (UPTO 15:00 HRS)**

FROM: M/s.	TO: Sr. Manager (C&P) Maharashtra Natural Gas Ltd. Plot No.27, A-Block, Narveer Tanajiwadi PMPML Bus Depot. Commercial Building, 1st Floor, Shivajinagar, Pune-411005 Tel. No.020-25611021
-----------------------------	--

(TO BE PASTED ON THE ENVELOPE CONTAINING TECHNO-COMMERCIAL OFFER i.e UNPRICED BID PART-I)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

**DO NOT OPEN – THIS IS A QUOTATION
(PRICED BID)**

PROJECT : CITY GAS DISTRIBUTION PROJECT

TENDER NO. : MNGL/C&P/2019-20/61

ITEM : **HIRING OF PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DESIGN, ENGINEERING & SUPERVISION WORKS FOR CGD PROJECTS**

DUE DATE : **06.08.2019 (UPTO 15:00 HRS)**

FROM: M/s.	TO: Sr. Manager (C&P) Maharashtra Natural Gas Ltd. Plot No.27, A-Block, Narveer Tanajiwadi PMPML Bus Depot. Commercial Building, 1st Floor, Shivajinagar, Pune-411005 Tel. No.020-25611021
-----------------------------	--

(TO BE PASTED ON THE OUTER ENVELOPE CONTAINING PRICE, PART-II)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

**DO NOT OPEN – THIS IS A QUOTATION
(BID SECURITY / EMD)**

PROJECT : CITY GAS DISTRIBUTION PROJECT

TENDER NO. : MNGL/C&P/2019-20/61

ITEM : **HIRING OF PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DESIGN, ENGINEERING & SUPERVISION WORKS FOR CGD PROJECTS**

DUE DATE : **06.08.2019 (UPTO 15:00 HRS)**

FROM: M/s.	TO: Sr. Manager (C&P) Maharashtra Natural Gas Ltd. Plot No.27, A-Block, Narveer Tanajiwadi PMPML Bus Depot. Commercial Building, 1st Floor, Shivajinagar, Pune-411005 Tel. No.020-25611021
-----------------------------	--

(TO BE PASTED ON THE OUTER ENVELOPE CONTAINING BID SECURITY, PART-III)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

SECTION - 2 INSTRUCTIONS TO BIDDERS (ITB)

Index

Article	Title
1.	Cost of Bidding
2.	Bid Evaluation Criteria & Bid Document
3.	Clarification of Bid Documents
4.	Amendment of Bid Documents
5.	Language of Bid
6.	Documents Comprising the Bids
7.	Bid Form
8.	Bid Price
9.	Bid Currencies
10.	Period of Validity of Bids
11.	Format and Signing of Bid
12.	Preparation and Submission of bids
13.	Bid Due Date
14.	Late Bids
15.	Modification and Withdrawal of Bids
16.	Opening of Bids by MNGL
17.	Evaluation of bids
18.	Opening of Price Bid
19.	Comparison of Bids
20.	Contacting MNGL
21.	Award Criteria
22.	MNGL Right to accept any Bid and to reject any or all Bids
23.	Notification of Award
24.	Acceptance of Order
25.	Income Tax Liability
26.	Agreement
27.	Invoice & payment
28.	Bid Security

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

1.0 ARTICLE-1: COST OF BIDDING

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

2.0 ARTICLE-2 : BID EVALUATION CRITERIA & BID DOCUMENT

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

Bidder must return the Agreed Terms and Conditions (as per Annexure - D), duly filled in, along with original bid document issued by MNGL.

The services required, bidding procedure and Contract Terms are prescribed in the Bid Document.

3.0 ARTICLE-3 : CLARIFICATION OF BID DOCUMENT

3.1 A prospective bidder requiring any information or clarification of the Bidding Documents may notify MNGL in writing or by fax/post at MNGL's mailing address indicated in the IFB. MNGL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 03 working days prior to the scheduled date of pre-bid meeting. Written copies of MNGL response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents and it will also be hosted on MNGL website. Any clarification or information required by the bidder but same not received by the Owner, at least three working days before the schedule date of Pre-Bid meeting, the same is liable to be considered as no clarification /information required. Bidders desirous to submit its bid on downloaded document have to take into consideration of all the addendum(s) /corrigendum(s) /clarification(s) issued /web hosted, before submitting the bid.

4.0 ARTICLE-4 : AMENDMENT OF BID DOCUMENT

4.1 At any time prior to the bid due date, MNGL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.

4.2 The amendment will be notified in writing or by fax to all prospective bidders who have received the bidding documents and will be binding on them.

4.3 In order to afford prospective bidders, reasonable time in which to take the amendment into account in preparing their bids, MNGL may, at its discretion, extend the bid due date.

5.0 ARTICLE-5 : LANGUAGE OF BID

5.1 The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and MNGL shall be written in English language,

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

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. Metric measurement system shall be applied.

6.0 ARTICLE- 6: DOCUMENTS COMPRISING THE BIDS

6.1 The un-priced part of the bid prepared by the bidder shall comprise the following components:

- a) A Bid Form and a Price Schedule completed in accordance with Articles 7, 8 & 9.
- b) Agreement, to be submitted along with un-priced part of the bid, in accordance with Article 26.
- c) Agreed Terms & Conditions duly filled-in.
- d) Details of the experience on works of similar nature executed during the last three years as per Annexure F & Ann. –G duly filled in along with Balance Sheets,
- e) Any other information/details required as per bid document.
- f) **Indian Bidders are required to submit Employees Provident Fund registration certificate, ESIC registration certificate, Professional Tax Registration certificate, Labour welfare registration under Maharashtra Labour Welfare Fund Act and Shop Act Registration certificate.**
- g) Power of Attorney in favour of the signatory to the bid.
- h) Price schedule with price blanked out duly signed.
- i) Tender document and its amendment (if any) duly signed & stamped on each pages.

7.0 ARTICLE - 7: BID FORM

7.1 The bidders shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document, indicating the scope of work, a brief description of the services and prices.

8.0 ARTICLE - 8: BID PRICE

8.1 The bidder shall quote the prices in the price schedule attached to this Bid document.

8.2 Prices shall be quoted, in the prescribed Price Schedule by the bidder separately for each item of scope and in strict compliance to the format of the Price Schedule.

8.3 Prices quoted should be inclusive of fees towards complete scope of work, all taxes (except goods & service tax), duties, levies, license fees, and also payment towards third party charges towards surveys etc. Applicable rate of goods & service tax is indicated in Price Schedule, which shall be payable extra against submission of CENVATABLE invoice.

8.4 Conditional discount, if offered, shall not be considered for evaluation. Bidders separation of the price components as aforesaid will be solely for the purpose of facilitating the comparison of bids by MNGL and will not in any way limit MNGL's right to contract on any of the price basis/terms offered basis.

8.5 The cost of any other item / services, which are considered necessary for completion of the job, is deemed to have been included in the lump-sum prices.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

8.6 Fixed Price

- 8.6.1 Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as nonresponsive and rejected.
- 8.6.2 Statutory variation in goods & service tax within the contractual completion period shall be reimbursed by MNGL on submission of Cenvatable invoice. No variation in taxes duties or levies other than goods & service tax shall be payable. Clause no.3.8.2 of GCC stands modified to this extent.
- 8.6.3 Prices shall be written both in words and figures. In the event of difference, the price in words shall be valid and binding.
- 8.6.4 Bidder shall be solely responsible for ascertaining all types of taxes and duties applicable for providing the services as mentioned in the scope of work. MNGL shall deduct Indian income tax applicable from the payments due to the bidder under the contract
- 8.6.5 Quoted prices shall also be inclusive of all costs towards carrying out any surveys, travel to India, site visits by its personnel, stay in India, boarding, lodging, incidental expenses etc. required for Scope of Work.

9.0 ARTICLE – 9: BID CURRENCIES

- 9.1 Bidders shall quote prices in Indian Rupees.

10.0 ARTICLE - 10: PERIOD OF VALIDITY OF BIDS

- 10.1 Bids shall be kept valid for 4 months from the final bid due date. A bid valid for a shorter period shall be rejected by MNGL as non-responsive.

The bidder shall not be entitled during the said period of 4 months, to revoke or cancel its Bid or to vary the Bid given or any term thereof.

- 10.2 Notwithstanding Clause 10.1 above, MNGL may solicit the bidders' consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing by fax or e-mail.

11.0 ARTICLE - 11: FORMAT AND SIGNING OF BID

- 11.1 The bidder shall prepare and submit one "Original Bid".
- 11.2 The original of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 11.3 The complete bid shall be without alterations, interlineations or erasures, except necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

12.0 ARTICLE - 12: PREPARATION & SUBMISSION OF BIDS

- 12.1 A set of Bid Document consisting of two copies of Bid Document marked “ORIGINAL” and “BIDDER’S COPY” including Bid form shall be issued to the Bidders. One set of above documents, marked “BIDDER’S COPY”, shall be retained by the Bidder for reference and the other set of the bid document, marked “ORIGINAL”, shall be submitted duly signed and stamped along with the bid. Documents mentioned in the Bid document shall be submitted along with the bid by the Bidders.
- 12.2 Addenda/Corrigenda to this Bid document, if issued, must be signed and submitted along with the Bid Document.
- 12.3 Bidders are advised to submit quotations based strictly on the terms & conditions and specifications contained in the Bid Document and not to stipulate any deviations.
- 12.4 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.
- 12.5 Bid shall be submitted in the following manner separately sealed in envelope(s) duly superscribed as below :

Part-A: Techno-commercial/un-priced Bid

Part-B: Priced Bid


12.5.1 PART-A: TECHNO-COMMERCIAL/ UN-PRICED BID

- 12.5.1.1 **Part-A : Un-priced Bid** shall contain original of UN-PRICED BID complete with all technical and commercial details with Bid Form & Price Schedule identical to Part-B with Prices blanked out. The original shall be enclosed in separately sealed envelope duly superscribed with Bid Document No., Item Details, Bid due date & time etc. and “UN-PRICED BID - DO NOT OPEN”. The envelope shall also indicate the name and address of the bidder.

This is the “Techno-Commercial Bid”. All the technical details of the project shall be given in this part of the offer.

The details submitted, shall include but not be limited to the following:

1. Bidder’s Profile
2. Power of Attorney for the authorized signatories
3. Work Scheduling and Staffing with Phasing of Activities, Timelines and Milestones with detailed bar charts including details of measurable milestones
4. Commercial Terms and Conditions
5. Details of Bidders’ infrastructure in India as well as internationally.
6. Details of local support office in India, if any.
7. Summary of Experience as per format in **Annexure F &** Turnover details as per **Annexure-G** alongwith balance Sheet.
8. Profile of consulting resources, whom CONSULTANT plans to associate with MNGL project, shall be made available to MNGL.
9. Stamped and signed copy of MNGL Bid Document.
10. Declaration that Bidder has not been banned/ de-listed.
11. Bidder’s testimonials. .

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

12. Any other document as may be required to substantiate the suitability of Bidder / CONSULTANT for MNGL.

12.5.2 PART-B: PRICED BID

12.5.2.1 **Part-B : Priced Bid** shall be submitted in original with FULL PRICE DETAILS duly sealed in a separate envelope duly superscribed with Bid Document No., Item Detail, Bid Due Date & Time etc. and "PRICED BID - DO NOT OPEN."

Priced Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates given in the Bid Document. Price bid should not have any Commercial and/or Technical stipulation in addition to, what is already given in Part A – Un-priced bid.

12.6 SEALING & MARKING OF BIDS

12.6.1 a) The inner and outer envelopes shall be addressed to Maharashtra Natural Gas Ltd. at the following address:

**Sr. Manager (C&P)
Maharashtra Natural Gas Ltd.
Plot No.27, A-Block,
Narveer Tanajiwadi PMPML Bus Depot. Commercial Building, 1st Floor,
Shivajinagar, Pune-411005**

b) Bear the words "Invitation Of Bids for "Bid Document for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects", the Bid Document No. and the words **'DO NOT OPEN BEFORE 16:00 HRS. ON 06.08.2019.** Formats are provided in the bid document.

c) In addition to the information required in sub-clause (a) and (b) above, the inner envelopes shall also indicate the name and address of the Bidder.

12.7 If the outer envelope is not sealed and not marked as required by para 12.6, the MNGL will assume no responsibility for the Bid's misplacement or premature opening.

13.0 ARTICLE - 13: BID DUE DATE

13.1 Bids must be received at the address specified in the Invitation for Bids (IFB) not later than the date and time specified in the Bid Document.

13.2 MNGL may, at its discretion, on giving reasonable notice by fax, telex or cable or any written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of MNGL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

14.0 ARTICLE - 14 : LATE BIDS

14.1 Any bid received by MNGL after the bid due date and time prescribed in Invitation For Bids shall be rejected.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

14.2 Telegraphic/Fax/E-mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

15.0 ARTICLE -15 : MODIFICATION AND WITHDRAWAL OF BIDS

15.1 The bidder may modify or withdraw his bid after the bid submission, provided that the modification/withdrawal notice is received by the MNGL prior to the bid due date & time.

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and despatched in accordance with the provisions of Article 12.6. A withdrawal notice may also be sent by e-mail or Telefax but must be followed by a signed confirmation copy dated not later than the deadline for submission of Bids.

15.2 Subject to Article-17.4, no bid shall be modified subsequent to the deadline for submission of bids.

15.3 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.

16.0 ARTICLE - 16 : OPENING OF BIDS BY MNGL

16.1 The bids will be opened by the MNGL at their office in the presence of bidder's representatives (duly authorised by a competent person and having the Letter of Authority as per Proforma), who choose to attend, on date, time and venue as mentioned in the Invitation For Bids (IFB). The bidders' representatives, who are present, shall sign a register evidencing their attendance.

16.2 The bidder(s) names, modifications, bid withdrawals and such other details as MNGL, at its discretion, may consider appropriate will be announced at the opening & recorded at the time of opening of **un-priced bid**.

16.3 The Bidder's names, prices of Bids, all discounts offered, modifications and Bid withdrawals and such other details as MNGL, at its discretion, may consider appropriate, will be read out at the time of opening of **priced bids** of technically and commercially acceptable bidders.

17.0 ARTICLE - 17 : EVALUATION OF BIDS

17.1 MNGL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

17.2 Once quoted, bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid within the scope of work, even if any deviation or exclusion may be specifically stated in the bid. Such price change shall render the bid liable for rejection. All responses to request for clarifications shall be in writing.

17.3 Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

17.4 TECHNO-COMMERCIAL EVALUATION OF BIDS

- 17.4.1 Bids will be evaluated in accordance with the Bid Evaluation Criteria, if given along with the tender. The price bid of only those bidders, who meet the Evaluation criteria and their bids, are found responsive, shall be opened.
- 17.4.2 Bids will be evaluated as received and no query will be asked from the bidders. To assist in the examination, evaluation and comparison of bids if it becomes absolutely necessary, MNGL may, at its discretion, ask the bidder for a clarification of its bid. The request for such clarification and the response shall be in writing and no change in the price or substance of bids shall be sought, offered or permitted.
- 17.4.3 Prior to the evaluation and comparison of bids pursuant to Article-19, MNGL will determine the substantial responsiveness of each bid to the bidding documents. For purpose of this Article a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations or reservations. MNGL's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence.
- 17.4.4 A bid determined as substantially non-responsive will be rejected by MNGL and may not subsequently be allowed by the MNGL to be made responsive by the bidder by correction of the non-conformity.
- 17.4.5 Bidder's Bid shall be considered non-responsive and rejected, if deviations are taken to the under mentioned provisions of Bid Documents by the Bidder:-
- i) **Bid Evaluation Criteria as per clause no. 2.0 of ITB.**
 - ii) **Performance Security (Contract Performance Bank Guarantee)**
 - iii) **Period of validity of bids as per Article - 10 Instructions to Bidders (ITB).**
 - iv) **Force Majeure as per Article 3.19 of General Conditions of Contract (GCC)**
 - v) **Resolution of Dispute/Arbitration as per Article-3.9 of GCC**
 - vi) **Firm Price.**
 - vii) **Completion Period of total scope of work**
 - viii) **Termination of Contract as per Article-3.16 of GCC**
 - ix) **Price Reduction Schedule as per Article 3.12 of GCC & Scope of work**
 - x) **Payment Terms as specified in the Bid document.**
 - xi) **Prices as per the SOR format.**
 - xii) **Non-submission of EPF registration certificate by Domestic Bidder.**
- 17.4.6 Bids not confirming to technical specification/requirements (**Ref Scope of work**) as mentioned in Bid Document will be rejected.
- 17.4.7 Conditional Bids will be liable for rejection.

18.0 ARTICLE - 18 : OPENING OF PRICE BIDS

The price bids of the substantially responsive bidders will be opened in public. The price bids of those bidders determined to be not substantially responsive will be returned to the respective bidder(s).

19.0 ARTICLE - 19 : COMPARISON OF BIDS

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

- 19.1 The MNGL will evaluate and compare bids previously determined to be substantially responsive pursuant to Article-17.
- 19.2 Arithmetical errors will be rectified on the following basis: -
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 will be corrected. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.
- 19.3 To facilitate evaluation and comparison, MNGL will convert all bid prices expressed in US\$ or home currency of the bidder to the Indian currency, i.e. Indian Rupees, at Bill Collection selling market rate of foreign exchange declared by the State Bank of India prevailing one day prior to the date of Opening of price Bids.
- 19.4 The evaluated price of the bidders shall include total price inclusive of all taxes, duties, levies etc. as applicable under this contract.
- 19.5 Comparison of Bids will be on the basis of the lowest evaluated prices.
- 20.0 ARTICLE - 20: CONTACTING MNGL**
- 20.1 Subject to Article 17.2, 17.3 & 17.4 no Bidder shall contact MNGL on any matter relating to its Bid, from the time of Bid opening to the time the CONTRACT is awarded.
- 20.2 Any efforts by a bidder to influence MNGL in it's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.
- 21.0 ARTICLE - 21: AWARD CRITERIA**
- MNGL will award the contract to the successful Bidder whose Bid has been determined to be the lowest evaluated, responsive Bid, provided further that the Bidder is determined to be qualified to satisfactorily perform the Contract.
- 22.0 ARTICLE - 22: MNGL's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**
- 22.1 MNGL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or; any obligations to inform the affected bidder or bidders of the ground for the MNGL action.
- 22.2 In awarding the CONTRACT for the SERVICES, MNGL reserves the right to make the award based on evaluation criteria to one or more Bidders.
- 23.0 ARTICLE - 23: NOTIFICATION OF AWARD**
- 23.1 Prior to the expiration of period of bid validity MNGL will notify the successful bidder in writing or by fax, e-mail or telex to be confirmed in writing, that his bid has been accepted. The Notification of Award will constitute the formation of the Contract with the issuance of Service Order (SO).

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

23.2 Completion Period shall be counted from the date of Service Order. The notification of award will constitute the formation of a Contract, until the Contract has been affected pursuant to Article - 24.

24.0 ARTICLE - 24: ACCEPTANCE OF ORDER

24.1 After the successful Bidder has been notified that his Bid has been accepted, MNGL will send to such bidder a Service Order (SO) incorporating the terms and conditions agreed between the parties.

24.2 MNGL will send the SO to the successful bidder, who, within 7 days of receipt of the same, shall sign and return it to MNGL, in token of acceptance of the contract.

25.0 ARTICLE-25: INCOME TAX LIABILITY

The bidder will have to bear all income tax liability, both Corporate as well as for their personnel, pursuant to award of contract against this tender.

26.0 ARTICLE-26: AGREEMENT TO BE FILLED, DULY SIGNED AND SUBMITTED ALONGWITH THE UN-PRICED PART OF THE BID

It is expressly understood and agreed by and between(the Company) and Maharashtra Natural Gas Ltd. that Maharashtra Natural Gas Ltd. is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Maharashtra Natural Gas Ltd. is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The (Company) expressly agrees, acknowledges and understands that Maharashtra Natural Gas Ltd. 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 contract. Accordingly..... (Company) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

27.0 ARTICLE-27: INVOICE AND PAYMENT

All payments against the contract shall be released by Finance & Accounts Dept , Maharashtra Natural Gas Ltd., Pune. The invoices must be addressed to: Chief Manager (F&A), Maharashtra Natural Gas Ltd.

POST ORDER CORRESPONDENCE:

All post order correspondence should be addressed to:-
 Chief General Manager (P&P)
 Maharashtra Natural Gas Ltd.
 Plot No. 27, A-Block, 1st Floor,
 Narveer Tanajiwadi PMPML Bus Depot Commercial Building,
 Shivajinagar, Pune – 411005

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

28.0 ARTICLE-28: BID SECURITY

- 28.1 The bidder shall furnish, as part of his bid, bid security of the amount specified in the IFB / RFQ.
- 28.2 The bid security is required to protect the OWNER against the risk of bidder's conduct which would warrant the security's forfeiture.
- 28.3 Any bid not secured in accordance with Article-28.1 may be rejected by the OWNER as non-responsive.
- 28.4 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible.
- 28.5 The successful bidder's bid security will be discharged upon the bidder's executing the Contract, pursuant to furnishing the Performance security.
- 28.6 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid Form; or
 - b) In the case of a successful bidder, if the bidder fails;
 - i) To furnish Performance Security as per provision of the bid document.
 - ii) To accept as arithmetical corrections of its bid as per provision of the bid document.
- 28.7 Bid Security should be in favor of "Maharashtra Natural Gas Limited" and addressed to MNGL, Pune. Moreover original Bid Security should be enclosed separately in a sealed cover and submitted along with the bid. Bid Security must indicate the Bid Document number. The Bid Security shall be strictly in the form provided in the bid document.


This shall be in the form of Crossed Demand Draft or Bank Guarantee in favour of Maharashtra Natural Gas Limited valid for a period of two months beyond the date of bid validity. Bank Guarantee shall be from any Indian scheduled commercial bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank having operation in India or Indian scheduled commercial bank in case of foreign bidder. However, other than the Nationalized Indian Bank, the bank whose BG are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNG/C&P/2019-20/61</p>
---	---

SECTION – 3

GENERAL CONDITIONS OF CONTRACT (GCC)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS

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

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

Maharashtra Natural Gas Ltd./OWNER shall mean MNGL.

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

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

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

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

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

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

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


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

ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT

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

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

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

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

ARTICLE 3.3: MNGL REPRESENTATIVE

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

ARTICLE 3.4: CONSULTANT'S REPRESENTATIVE

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

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

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

ARTICLE 3.5: PAYMENT TERMS


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

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

3.5.3 Payment terms will be as per Section – 7.

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

- MNGL shall pay the undisputed amount of the invoice(s) according to Article - 3.5.3 hereof.
- The disputed amount, if any, shall be paid after mutual settlement between MNGL and Consultant.
- Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

ARTICLE 3.6: PERFORMANCE GUARANTEE

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

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

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

ARTICLE 3.7: CONFIDENTIALITY

3.7.1 Consultant/MNGL shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by MNGL/Consultant without the prior written consent of the latter.

3.7.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

ARTICLE 3.8: TAXES AND DUTIES

3.8.1 Consultant shall pay any and all taxes including goods & service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.


3.8.2 Statutory variation in taxes (Goods & service tax) and duties, if any, within the contractual completion period shall be borne by MNGL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.

3.8.3 Consultant will not claim from MNGL any taxes paid by him.

3.8.4 MNGL shall deduct Income tax at source at applicable rates.

ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

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

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

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

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

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

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

ARTICLE 3.10: LEGAL CONSTRUCTION

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

ARTICLE 3.11: SUSPENSION OF THE PERFORMANCE OF DUTIES AND SERVICES

- 3.11.1 MNGL may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen (15) days notice.
- 3.11.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
- 3.11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

- 3.11.4 By fifteen days prior notice, MNGL may request Consultant to resume the performance of the services, without any additional cost to MNGL.
- 3.11.5 In case of suspension of work by consultant on MNGL request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates.
- 3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

ARTICLE 3.12: PRICE REDUCTION SCHEDULE (PRS)

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

ARTICLE 3.13: ASSIGNMENT

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

ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

- 3.14.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by MNGL for carrying out of any services with any third parties.
- 3.14.4 Consultant shall not without the prior written consent of MNGL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 3.15: LIABILITIES

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

ARTICLE 3.16: TERMINATION OF CONTRACT

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

ARTICLE 3.17: MODIFICATION

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

ARTICLE 3.18: CONTRACT/AGREEMENT

The notification of award along with agreement on non judicial stamp paper of appropriate value as per proforma (**Annexure – B**) within 10 days from the date of receipt of SO, the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between the parties and supersedes all other prior

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 3.19: FORCE MAJEURE

Shall mean and be limited to the following:

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

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

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

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

ARTICLE – 3.20: Rectification Period


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

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

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

ARTICLE – 3.21: Sub Contract

Any sub contract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by MNGL. Upon the request of MNGL, the

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61</p>
---	---

consultant shall submit for MNGL prior approval, the terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

ARTICLE – 3.22: Notices

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


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

ARTICLE – 3.23: Acquisition of Data

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNG/C&P/2019-20/61</p>
---	---

Section – 4 Special Conditions of Contract

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

SPECIAL CONDITIONS OF CONTRACT

ARTICLE - 1: DEFINITIONS

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

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

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

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

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

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

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

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

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


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

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

ARTICLE - 2 : SCOPE OF WORK

Consultant's Scope of work is defined in **section 5** of the tender document.

ARTICLE - 3: CONTRACT PRICE

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

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

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

ARTICLE - 4: PAYMENT TERMS

4.1 Terms of payment in respect of Schedule of prices shall be as per section- 7 of this document.

4.2 Payments shall be made by Direct Payment within Fifteen (15) days from the receipt of the MNGL certified invoice(s) for payment according to the above Conditions. The payments shall be made in Indian Rupees (IR) as per the Price Schedule.

4.3 For any deviation to payment terms, the bid will be rejected.

ARTICLE - 5: INFRINGEMENT OF PATENTS, ETC

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

ARTICLE - 6: COMPLIANCE OF REGULATIONS

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

ARTICLE - 7: PERMITS & CERTIFICATES

Consultant shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Consultant further agrees to hold OWNER harmless from liability or penalty which might be imposed by reason of any asserted or

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61</p>
---	---

established violation of such laws, regulations, ordinances or other rules. OWNER will provide necessary permits for Consultant's personnel to undertake any work in India in connection with Contract.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNG/C&P/2019-20/61</p>
---	---

SECTION – 5 SCOPE OF WORK

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNG/C&P/2019-20/61
---	--

Design of CGS:

- i. Site Verification, Design, Engineering & Technical Consultancy including civil, electrical and mechanical & instrumentation.
- ii. All type of drawings required for application with statutory bodies.
- iii. Working drawings for placement of supply & works contract including any other related drawing for development of CGS including but not limited to the following:
 - a. Plot layout plan
 - b. Boundary wall
 - c. Process area
 - d. Control room building
 - e. Piping, instrumentation and Equipment layout
 - f. Structural
 - g. Electrical plan
 - h. Drain and culvert

Tendering and Procurement Services:

- i) Preparation of Complete tender document
- ii) Preparation of vendor list for all items/works/services required.
- iii) Prepare material requisition for enquiry, Bill of Material, Bill of Quantity, preparation of cost estimates, Schedule of Rates (SOR), specifications, drawings, data sheets etc. based on project / operations site requirements using relevant codes & standards and industry procedures.
- iv) Issue purchase enquiries / Tenders. All tenders shall be hosted on consultant's website.
- v) Issuing the intimation to all approved vendors/ contractors/ consultants for the tender document.
- vi) Collect & Scrutinize bids / offers and prepare technical & commercial recommendations within stipulated time period.
- vii) Issue of techno-commercial queries to bidders. TQ-CQ shall be issued in all tenders, if required, providing 10 working days' time for submitting the reply by bidders.
- viii) Submit the final recommendations after consideration of replies against the technical and commercial queries.
- ix) Prepare draft F.O.I, purchase order, work orders as the case may be.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNG/C&P/2019-20/61
---	--

- x) Approve manufacturing procedures wherever necessary and identify materials to be used by vendors in their shop using relevant codes & standards.
- xi) Approval of vendor drawings, procedures, QA/QC parameters / plan and data sheets as per PO / WO and using relevant codes & standards.

Supply Tenders:

1. Preparation of tender, Hosting of NIT/Recommendation for list of bidders, floating of tender, receipt of bids and opening of bids.
2. Evaluation of Tenders, Preparation of TBA & CBA, Recommendation of Price Bid Opening, Price evaluation & Recommendation for placement of supply Order.
3. Expediting for completion of supply and closure of contract

Works Tenders:

1. Preparation of tender, Hosting of NIT/Recommendation for list of bidders, floating of tender, receipt of bids and opening of bids.
2. Evaluation of Tenders, Preparation of TBA & CBA, Recommendation of Price Bid Opening, Price evaluation & Recommendation for placement of work Order.
3. Closure of contract.

Network design and simulation:

- A. Steel Pipeline Grid Network Analysis:
 - a. Site Verification, Selection & Recommendation of best feasible & optimal Pipeline Route Alignment,
 - b. Design, Engineering including Network Analysis using suitable assumptions (only using appropriate Software tool),
 - c. Simulation, Flow Calculations and hydraulics,
 - d. Pipeline Capacity Determination (confirming to PNGRB notifications),
 - e. Bill of Materials, Drawings, Documents,
 - f. Recommendations for Procurement of Material and Execution of Steel Pipeline laying.
- B. MDPE Pipeline Grid Network Analysis:
 - a. Site Verification, Selection & Recommendation of best feasible & optimal Pipeline Route,

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

- b. Design, Engineering including Network Analysis using suitable assumptions (only using appropriate Software tool),
- c. Simulation, Flow Calculations and hydraulics,
- d. Bill of Materials, Drawings, Documents,
- e. Recommendations for Procurement of Material and Execution of MDPE Pipeline laying

Construction Supervision:

SCOPE OF WORK (MNGL):

MNGL's scope limiting to the following:


1. Providing ROU for the pipeline.
2. Providing all data/information of the existing/available facilities.
3. All tendering including issue fax of intent, purchase order, work order, execute agreement with vendors, opening of letter of credit in favor of vendors etc.
4. Payment of all insurance premiums
5. MNGL shall arrange for necessary work permits, licenses, approval from the local Government and other Statutory Bodies, payments of all duties, taxes, charges, fees, deposits etc. arising there from. PMC Consultant will provide necessary technical assistance for these approvals.
6. MNGL shall review / approve daily inspection reports submitted by contractors after PMC approval.
7. Payments to contractors for works.
8. MNGL shall make settlement of extra claims raised by the vendors/contractors based on the recommendations provided by PMC Consultant. MNGL shall settle down all arbitration cases. However, PMC Consultant shall provide necessary technical assistance to MNGL in preparation of claims (if required) and for settlement of extra claims (if any) raised by the contractors in case of arbitration/litigation, till a period of twelve months after commissioning of the PROJECT. PMC Consultant shall provide the recommendation on extra claims raised by the contractor in an envelope marked "Confidential" to MNGL only.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

SCOPE OF WORK (PMC):

Inspection, Supervision & Monitoring of all the Steel construction site related activities enlisted below in clause 5 & ensuring that the job is done as per the Tender Specifications & MNGL Code of Practices.

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

- 13) Ensuring and verifying the test certificates and calibration certificates prior to utilization of the equipments/items. In case of any non-compliance, the same shall be brought to the notice of MNGL.
- 14) Follow up, checking and counter-signing of as-built drawings/check-prints on bill to bill basis, preparation of pipe book on weekly basis and preparation of daily inspection reports.
- 15) Coordinate with contractors/MNGL
- 16) Carryout material management including material handed over to contractor(s). Handing over the left over construction surplus materials to MNGL along with their Inspection Certificates. Consultant shall be responsible for proper maintenance and upkeep of the materials reconciliation. Recovery with or without penalty shall be levied for loss or shortage of materials. Carry out contract management.
- 17) Prepare weekly progress status reports.
- 18) Prepare monthly progress reports for the project and provide all assistance to MNGL for preparing reports required by Ministry Monitoring cell.
- 19) Carryout Quality Assurance, Quality Control, DT & NDT test, TLP monitoring, HSE etc. during construction. Consultant shall use its construction management procedure (CMP) and review all the QA/QC/HSE formats submitted by the execution contractors in order to maintain required quality and safety during construction period.
- 20) Necessary technical assistance for settlement of extra claims raised by the contractors and arbitration cases shall be provided by the consultant till a period of 12 (twelve) months after the completion of the project. Consultant shall give recommendations on extra claims raised by the contractor. Final acceptance/settlement shall be taken care of by MNGL.
- 21) Consultant shall provide recommendations to settle out rates for AHR items in case the executed quantities are going to / exceeding the SOR quantities.
- 22) The consultant shall forward to paying authority in MNGL duly certified bills of contractors for payment within 7 working days from the date of receipt of bills from the contractor.
- 23) During the project execution PMC shall accord an approval for all types of onsite drawings/procedures for the activities prior to start. Provide all assistance in preparation of drawings/documents for all types of crossing such as road, railway, river, canal etc, and accord an approval based on the relevant standards and the site conditions available.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

- 24) Inspection of contractor's scope of material as per tender specification & as per approved vendor list.
- 25) Certification of Monthly reconciliation of free issue items/material issue by the MNGL.
- 26) PMC Scope covers taking over the half way executed projects and get it completed. In the process certification for all the past work would be done on the basis of certified measurement by TPI / MNGL / Ex PMC representatives. Cases of extra claims, AHR items etc. would require to be settled.
- 27) Prepare project coordination and communication procedures.
- 28) Define "Scope of Work" for various groups.
- 29) Organize Project Review Meetings with contractors and Client.
- 30) Provide surveillance on all the project related activities.
- 31) Monitor progress of the project and provide fortnightly status reports to MNGL.
- 32) Interact with vendors/contractors relating to the procurement of items and execution of the works.
- 33) Vendor registration.
- 34) The above activities are normally encountered in the routine construction work. However, MNGL may entrust any other construction related activity as per the circumstances.
- 35) The agency shall appoint a co-ordinator who shall remain in constant touch with MNGL on daily basis to understand the problems and to take corrective action.
- 36) The agency shall have Radiographic Film Viewer & Densitometer of good quality installed at their office in Pune, Nashik, Sindhudurga, Ramnagara for reviewing & testing of Radiography Films.

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

- i. Welding process inspection
- ii. Sand/shot blasting
- iii. Joint coating
- iv. Hydrostatic/pneumatic testing
- v. Hot tapping works
- vi. Witness of Welder Qualifications
- vii. Procedure Qualification Record

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNG/C&P/2019-20/61
---	--

- viii. Witness of Electrode Qualifications
- ix. Witness of NDT activities such as UT, MPT, & DPT
- x. Review/interpretation of RT Films
- xi. Installation, testing, pre-commissioning and commissioning of TCP work.

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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61</p>
---	---

23. Providing warning tape & additional protection as applicable
24. Providing protection with respect to other utilities in the same trench while maintaining a 300 mm clearance from other utilities
25. Installation of pipeline route markers
26. Backfilling of the trenches
27. Flushing of laid pipeline network
28. Hydro-testing/ pneumatic testing and swabbing of the laid pipeline network
29. Leak repairs, if any
30. Purging & commissioning
31. Compaction of the backfilled trenches
32. Permanent surface reinstatement, wherever applicable
33. Design, detailed engineering of TCP, including formulae used, design calculations, BOQ, technical specifications and post commissioning monitoring methodology, data recording formats, quality assurance control
34. Assistance in installation, testing, pre-commissioning and commissioning of TCP work.
35. Preparation, checking, authorization and counter-signing of inspection reports on daily basis, pipe-book on weekly basis and as-built drawings & check-prints on bill to bill basis

GENERAL CONDITIONS:

1. It is envisaged that all the tendering, material procurement and awarding the works would be done by MNGL in house resources, Drawings and documents would be made available during the execution of works. PMC to manage construction management at site based on these inputs.
2. There may be minor changes in scopes during the implementation of the project. The consultant shall not be entitled for extra payment for the same.
3. The CONSULTANT shall perform the work under this CONTRACT with diligence and conforming to the best international practices available in this area.
4. The CONSULTANT shall perform their obligations conforming to rules, regulations and procedures prescribed by law.
5. The consultant shall take approval/concurrence from MNGL on major and critical issues e.g. Design Basis etc.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

6. The CONSULTANT shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.
7. The CONSULTANT shall provide approved drawings etc. well in time to the contractor for commencing and proceeding with the work as per agreed schedule.

CONSULTANT MANPOWER:

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

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

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

GENERAL:

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNG/C&P/2019-20/61
---	--

QUALITY:

1. Ensuring and verifying the test certificates and calibration certificates prior to utilization of the equipments/items
2. Inspection of trench dimension to the prescribed standards and its documentation
3. Witness welder qualification test
4. Witness electrode qualification test
5. Witness welding, sand blasting and coating
6. Witness of NDT activities such as UT, MPT & DPT
7. Review/interpretation of RT Films
8. Inspection of lowering and recording pipe no. and length
9. Inspection of bottom padding, top padding and backfilling to the prescribed standard
10. Witness air pigging, hydro test and swabbing
11. Submission of indicative "As Laid Sketch" to EIC
12. Preparation, authorization, checking and counter-signing of inspection reports on daily basis, pipe book on weekly basis and as-built drawings/check-prints on bill to bill basis

Organization Responsibilities, Resources, Standards:

1. Provide sufficient and appropriate manpower, with clear responsibility and reporting structure to ensure that HSE performance is not compromised at any cost.
2. Provide orientation training program for all its employees involved in the work.
3. Implementation of HSE training of contractor personnel.
4. Setting up a mechanism for communication and feedback of HSE issues and performance among its staff on the site and to company representatives.
5. Establishment of an effective structure and schedule for HSE meetings involving all contractor personnel assigned to the work, to promote communications and involvement in HSE matters.
6. Complying with, and shall be able to demonstrate such compliance with
7. Relevant, Health, Safety, Security and Environmental Legislation
8. Company Policies, Procedures and Standards
9. The agency shall:
 - a) Provide written HSE procedure to cover hazardous operations available to

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61</p>
---	---

- all Contractors' personnel and Sub-contractors in their working language.
- b) Ensure that all of its personnel shall abide by all Health, Safety, Security and Environmental rules of the Company at the site.
 - c) Ensure competency of its personnel in its emergency response procedure through a program of drills and testing.
 - d) Ensure that all tools, appliances, machines, vehicles or other equipment, are in safe working condition at all times.
 - e) Establish an HSE performance monitoring program on site that shall track and report aiming at:
 - f) Training observes from the workforce, keeping a ration of 1 observer/20 workforce
 - g) Systematically observing workforce compliance with the desired behaviors
 - h) Identifying workforce behaviors that have impacts on HSE performance
 - i) Producing numerical ration of safe/unsafe behaviors
 - j) Analyzing and addressing and unsafe behaviors/ trends interface with company's incident investigation and reporting requirements.
10. Provide all inputs and support as company deems necessary to ensure all HSE activities that company initiates are successfully carried out and the actions arising are closed out to company satisfaction.

Other Terms and Conditions:

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

1. No other charges except those indicated in the SOR shall be paid.
2. MNGL reserves the right to disqualify from work any operative nominated by the inspection agency who fails to achieve the required standards. MNGL may require the agency personnel to undergo periodic reassessment, refresher or update training.
3. Non compliance may lead to stoppage of work / cancellation of contract / forfeiture of security deposit at MNGL's sole discretion.
4. The successful bidder shall submit to the concerned Project Leader, the bio-data of the technical personnel who shall carry out the services. These technical personnel shall carry out the services only after approval of the Project Leader.
5. The test reports and deviation statements have to be submitted as per standard performa to be provided by MNGL.
6. Quality of the cloth for the uniform for the Technical Personnel deployed

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

should be same as that of MNGL uniform. Color can, however, be changed, 1 No. Fluorescent Jacket should also be provided by the agency to all its personnel. All the accessories to be supplied by the agency shall be of good quality and in a workable condition such that the purpose of usage of the safety devices is not defeated.

7. In case the agency personnel fail to deliver the requisite engineering services in time, MNGL has the liability to deduct the charges from the agency's bill on pro-rata basis.
8. The agency shall be liable for all statutory compliances as required under various laws / enactment / rules / provisions etc.
9. One coordinator shall be deployed by the agency for the requisite number of engineers, whose role will be to resolve day to day problems arising and during the course of contract.
10. It is expected that at peak of project more nos. of Engineers shall be required to be deployed at site for carrying out services as specified in Scope of Work.
11. Safety Accessories:
 - a) Safety shoes - 1 pair
 - b) Safety helmet - 1 no.
 - c) Safety goggles - 1 no.
 - d) Safety gloves - 1 pair
 - e) Ear Muff - 1 no.
 - f) Uniform shirts - 2 nos.
 - g) Fluorescent jackets - 1 no.

NOTES:

1. Engineers shall be provided with PPE's by the Agency and Engineers shall wear PPEs at the site.
2. In case any appointed PMC engineer leaves from the site, a leave shall be with MNGL's consent only. If the leave is with MNGL's consent, then no penalty shall be levied.
3. In case of non-consented leave, a penalty @ two times of the man-day (Man month / 26 days) would be levied subject to maximum of 5% of the total contract value upto the date of a suitable replacement of the substitute.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

QUALIFICATION & EXPERIENCE OF PERSONNEL:

Position Name: PMC PROJECT MANAGER / RCM (One No.)

Purpose of the Job:

- 1) Manages all activities of the consultant's team.
- 2) Responsible for the project progress, performance of the Services and management of the personnel to perform the Services with the required quality and progress.
- 3) Approvals like, AHR items etc.
- 4) Responsible for reporting to Owner
- 5) Coordinator to PMC HO
- 6) Responsible for invoice certifications, settlement of disputes etc.
- 7) Project Manager should check RT films of the project randomly
- 8) Any deviation taken by the contractor while execution shall be signed & stamped by RCM/Project Manager

Qualification, Knowledge & Skills:

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

Experience:

- 1) Minimum experience of fifteen (15) years in CGD or cross Country project.
- 2) Minimum experience of five (5) years as PMC Project Manager/RCM in any major oil or gas projects, supervising team of twenty (20) or more professionals, and with experience in managing multidisciplinary task force. Must have completed at least one Hydrocarbon pipeline project from concept to commissioning.

Position Name: Site-in-Charge

Purpose of the Job: Working level

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

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

Qualification, Knowledge & Skills:

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


Experience:

Minimum experience of Five (5) years for Graduate Engineer & Eight (8) years for Diploma Engineers in laying underground Steel pipeline carrying hydrocarbon fluids experience.

Preparation of other design & drawings: -

PMC shall be asked to submit the typical/case based drawings like Crossings, SVs & tap-offs as per MNGL's requirement.

(Letter of Intimations) LOIs shall be issued by MNGL to carry out different activities as per SOR.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

SECTION – 6

TIME SCHEDULE

The consultant shall provide the PMC services for Design, Engineering & Supervision works for City Gas Distribution (CGD) Projects for the period of two years from the date of Service Order (SO) which can be extended by another one year at the sole discretion of MNGL on the same rates & Terms and conditions.

DELIVERY SCHEDULE: -

SOR Item no	Description	After issuance of LOI
1	Development of City Gas Station	- 2 weeks
2	Development of LCNG based City Gate Station	- 3 weeks
3	Tendering	
	a) Supply of tenders	- 2 weeks
	b) For work service orders	- 2 weeks
4	Steel Pipeline Grid Network Analysis	- 2 weeks
5	MDPE Pipeline Grid Network Analysis	- 2 weeks
6	Execution of Works: Steel line	- 2 weeks
7	Preparation of other design & drawings Civil & Mech.	- 1 weeks
8	EIA (Environment Impact Assessment)	- 2 weeks
9	EMP (Environment Management Plan)	- 2 weeks

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

SECTION 7 Payment Terms

Payment Terms:

Payment shall be made as per the following terms: -

Item No.	Description	% Payment
1	Development of City Gas Station-	
1a	On submission of Site Verification, Design, Engineering & Technical Consultancy including all type of drawings	90%
1b	On final hand over of documents & closure of contract	10%
2	Development of LCNG based City Gate Station	
2a	On submission of Site Verification, Design, Engineering & Technical Consultancy including all type of drawings	90%
2b	On final hand over of documents, closure of contract & final acceptance by MNGL	10%
3	Tendering: -	
3a	For supply orders	
i)	Estimation, Preparation of tender, Hosting of NIT / Recommendation for list of bidders, floating of tender, receipt of bids and opening of bids	60%
ii)	Evaluation of Tenders, Preparation of TBA & CBA, Recommendation of Price Bid Opening, Price evaluation & Recommendation for placement of Order, expediting the delivery	30%
iii)	Closure of contract & final acceptance by MNGL	10%
3b	For work service orders	
i)	Estimation, Preparation of tender, Hosting of NIT / Recommendation for list of bidders, floating of tender, receipt of bids and opening of bids	70%
ii)	Evaluation of Tenders, Preparation of TBA & CBA, Recommendation of Price Bid Opening, Price evaluation & Recommendation for placement of Order	20%
iii)	Commissioning of the system & Final acceptance by MNGL Closure of contract	10%
4	Steel Pipeline Grid Network Analysis	
4a	Site Verification, Selection & Recommendation of best feasible &	20%

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNG/C&P/2019-20/61
---	--

	optimal Pipeline, Route Alignment	
4b	Design, Engineering & Technical Consultancy Services including Network Analysis using suitable assumptions (only using appropriate Software tool), Flow Calculations, Pipeline Capacity Determination	20%
4c	Bill of Materials, Drawings, Documents, Recommendations for Procurement of Material & Execution of Steel Pipeline laying	50%
4d	Closure of contract, Commissioning of the system & Final acceptance by MNG	10%
5	MDPE Pipeline Grid Network Analysis	
5a	Site Verification, Selection & Recommendation of best feasible & optimal Pipeline Route Alignment	20%
5b	Design, Engineering & Technical Consultancy Services including Network Analysis using suitable assumptions (only using appropriate Software tool), Flow Calculations, Pipeline Capacity Determination	20%
5c	Bill of Materials, Drawings, Documents, Recommendations for Procurement of Material & Execution of MDPE Pipeline laying	50%
5d	Closure of contract, Commissioning of the system & Final acceptance by MNG	10%
6	Execution of Works: Steel Line	
	<p>a) Payment will be made on the man month rate on monthly basis.</p> <p>b) Consultant has to submit the declaration for authorised signatory for signing the invoices as well as other correspondence documents before raising the bills to concern Engineer-in-charge.</p> <p>c) 90% of the man month rate shall be payable against the man month spent during the construction supervision / inspection / project management services / coordination etc. as per PMC scope. Remaining 10% shall be paid against the acceptance of project completion report / contract closure report as detailed in the scope of work, commissioning of the system & Final acceptance by MNG.</p> <p>d) Payment shall be made within 15 days of submission of invoice by the PMC, payable by an account payee cheque / RTGS in favour of the name of the consultant.</p>	
7	Preparation of other design & drawings	
7a	Design & drawings of Civil, Mechanical (Crossings, SVs, Tap-off etc)	90%
7b	Closure contract, Commissioning of the system & Final acceptance by MNG	10%
8	EIA (As per nos, payment will be done)	

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

8a	After the submission report & acceptance by MNGL of Environment Impact Assessment	90%
8b	On final hand over of documents & closure of contract	10%
9	EMP (As per nos, payment will be done)	
9a	After the submission Environment Management Plan	90%
9b	On final hand over of documents & closure of contract	10%

Note: -

- 1) Bidder's RA bill shall be processed after verification of following labor compliances:
 - A) Labour Licence - THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970
 - B) Wages Register in Form 17 - THE CONTRACT LABOUR (R & A) Central Rules, 1971, (Monthly)
 - C) Muster Roll - THE CONTRACT LABOUR (R & A) Central Rules, 1971, (MONTHLY - Form 16)
 - D) Register of Fine, Advance & Overtime (Form 21, Form 22 & Form 23) - THE CONTRACT LABOUR (R & A) Central Rules, 1971, (MONTHLY - If any deduction shows in the Wage register)
 - E) Wage payment proof - Monthly wages payment statement [Payment should be made ONLY by Cheque / Bank Transfer]
 - F) EPF Challan with ECR Statement - The Provident Fund Act, 1952 (MONTHLY- On or before 15th Every month)
 - G) Labour Welfare Fund Return - The Maharashtra Labour Welfare Fund Act, 1953 (Six Monthly - June & December)
 - H) Payment of Bonus - The Payment of Bonus Act, 1965 (ANNUAL - Payment proof, Form - C & Form - D) quality checks, running bills verification and recommendation including closure of contract as per the scope of the work mentioned in the tender document.
 - I) ESIC Challan & ECR Statement - Employee State Insurance Act, 1948 (MONTHLY- On or before 21th Every month)
 - J) WCP Policy - As per Employee Compensation Act, 1923 - Annual payment (if Contract Employee Wages is more than Rs. 21,000/- per month)
- 2) All the bidders shall fulfil the above labour compliances, otherwise their invoice claims against the executed works shall not be processed.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

SECTION – 8

PRICE SCHEDULE / SCHEDULE OF RATES

8.1 PRICE SCHEDULE

1 PREAMBLE TO PRICE SCHEDULE

1.1: Price schedule shall be read in conjunction with scope of work of this tender document

1.2: Bidders shall quote in Indian Rupees only.

1.3: The quoted price of the bidder shall include the following:

- (i) new office infrastructure.
- (ii) new Computers, hardware, software etc.
- (iii) Printing, Reproduction, Communication and courier costs
- (iv) Expenses involved in, travel & transportation, guesthouse for boarding, lodging for the Consultants personnel and incidental expenses;
- (v) All expenses during construction including setting up of offices, camp facilities for the Personnel
- (vii) The consultant shall arrange 1 vehicle (4 Wheeler) per 2 persons for SOR item no. 6
- (viii) Income Tax other taxes, duties and levies etc payable by the Consultant

2. The consultant shall raise Invoices usually, but not more than, once in a month

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

Schedule of Rates

Sl. No.	Description	Unit	Qty.	Unit Rate inclusive of all taxes and duties except Goods & Service Tax	Total Amount inclusive of all taxes and duties except Goods & Service Tax (Rs)
1	Development of City Gate Station: Site Verification, Design, Engineering & Technical Consultancy including all type of drawings required for application with statutory bodies & working drawings for placement of supply & works contract including any other related drawing.	No.	2		
2	Development of LCNG based City Gate Station: Site Verification, Design, Engineering & Technical Consultancy including all type of drawings required for application with statutory bodies & working drawings for placement of supply & works contract including any other related drawings including Civil, Mechanical and Electrical drawings	No.	1		
3	Tendering				
3a	For Supply orders: Starting from preparation of tender upto receipt of material and closure of contract inclusive of the following activities: Estimation, Preparation of tender, Hosting of NIT / Recommendation for list of bidders, floating of tender, receipt of bids and opening of bids. Evaluation of Tenders, Preparation of TBA & CBA, Recommendation of Price Bid Opening, Price evaluation & Recommendation for placement of Order, expediting the delivery upto receipt of material and closure of contract.	No.	4		



**MAHARASHTRA
NATURAL GAS LIMITED**

**Tender for Rate Contract for the period of 2 years for
hiring of Project Management Consultancy (PMC)
Services for Design, Engineering & Supervision
works for CGD Projects
Bid document No. MNGL/C&P/2019-20/61**

3b	For work service orders: Starting from preparation of tender upto receipt of material and closure of contract inclusive of the following activities: Estimation, Preparation of tender, Hosting of NIT / Recommendation for list of bidders, floating of tender, receipt of bids and opening of bids. Evaluation of Tenders, Preparation of TBA & CBA, Recommendation of Price Bid Opening, Price evaluation & Recommendation for placement of Order.	No.	4		
4	Steel Pipeline Grid Network Analysis: Site Verification, Selection & Recommendation of best feasible & optimal Pipeline Route Alignment, Design, Engineering & Technical Consultancy Services including Network Analysis using suitable assumptions (only using appropriate Software tool), Flow Calculations, Pipeline Capacity Determination (confirming to PNGRB notifications), Bill of Materials, Drawings, Documents, Recommendations for Procurement of Material and Execution of Steel Pipeline laying. (For STPL to Nashik)	Km	110		
5	MDPE Pipeline Grid Network Analysis: Site Verification, Design, Engineering & Technical Consultancy Services including Network Analysis using suitable assumptions (only using appropriate Software tool), Flow Calculations, Pipeline Network Capacity Determination, Bill of Materials, Drawings, Documents, Recommendations for Procurement of Material and Execution of MDPE laying	Km	500		
6	Execution of Works : Steel Line (For STPL to Nashik)				

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNG/C&P/2019-20/61
---	--

6a	Resident Construction Manager	Man- Month	24		
6b	Site Engineer	Man- Month	128		
6c	Outstation vendor/material inspection	Man day	10		
7	Preparation of other design & drawings Civil, Mechanical (Crossings, SVs, Tap-off etc). For STPL to Nashik.	No.	30		
8	EIA (Environment Impact Assessment)	No.	3		
9	EMP (Environment Management Plan)	No.	3		
Total amount inclusive of all taxes & duties except Goods & Service Tax					
Goods & Service Tax Percentage (as applicable)					
Goods & Service Tax amount (in Rs.)					
Grand Total inclusive of all taxes & duties including Goods & Service Tax (in Rs.)					

Note:

i) Evaluation shall be done on overall least cost basis.

DATE:

SIGNATURE OF BIDDER:

PLACE:

NAME OF THE BIDDER:

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

SECTION - 9 ANNEXURES

ANNEXURE - A

Bid Form

Date:

To:
M/s. Maharashtra Natural Gas Ltd.
Plot No. 27, 1st Floor,
Narveer Tanajiwadi PMPML Bus Depot Commercial Building,
Shivajinagar, Pune – 411005

Dear Sir,

Having examined the Bid Document No. MNGL/C&P/2019-20/61 the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide consultancy services in conformity with the terms and conditions of TENDER.

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein. If our bid is accepted we will obtain the guarantee of a Bank in a sum not exceeding 10% of the Annualized Contract price for the due performance of the Contract.

We agree to abide by this bid for a period of four months from the date fixed for bid opening under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award, shall constitute a binding Contract between us.

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

Dated this Day of 2019

Date:

Place:

Signature of authorized signatory

Name: -----

Designation:

Seal:

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

ANNEXURE – B

Contract Agreement Form

AGREEMENT for “_____” (hereinafter called the "Job") made on _____ day of _____, 2019 between M/s _____, hereinafter called the “CONSULTANT” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the Maharashtra Natural Gas Ltd., Plot No. 27, 1st Floor, Narveer Tanajiwadi PMPML Bus Depot Commercial Building, Shivajinagar, Pune – 411005 hereinafter called “MNGL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

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

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

AND WHEREAS

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

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

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

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

Signed and Delivered for
and on behalf of
M/s Maharashtra Natural Gas Ltd.

Signed and Delivered
for and on behalf of

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNG/C&P/2019-20/61
---	--

ANNEXURE - C

**PERFORMANCE SECURITY
(CONTRACT PERFORMANCE BANK GUARANTEE)
- UNCONDITIONAL
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

REF.
Order No.

Bank Guarantee No.:
Date:

To
M/s. Maharashtra Natural Gas Ltd.
Plot No. 27, 1st Floor,
Narveer Tanajiwadi PMPML Bus Depot Commercial Building,
Shivajinagar, Pune – 411005

Dear Sirs,

In consideration of the Maharashtra Natural Gas Ltd., Pune (India) (herein referred to as the OWNER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s_____ having principal office at _____ (hereinafter referred to as the "CONSULTANT" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the work of -----
- -----by issue of OWNER Order No._____dated_____and the same having been accepted by the Consultant resulting into CONTRACT for ----- as per above referred Order having a total value of _____for the work of -----
-----and the CONSULTANT having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract to Owner.

We (bank) _____having Head Office at _____(hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER on demand any and all moneys payable by the Consultant to the extent of 10%(Ten percent) of the Annualized Contract Prices as aforesaid at any time up to _____ without a reference to the CONSULTANT. Any such demand made by OWNER on bank shall be inclusive and binding not withstanding any difference between OWNER and CONSULTANT or any dispute pending before any Court, Tribunals, arbitrators or any other Authority, discharges this guarantee.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges this guarantee. OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by CONSULTANT of the afore mentioned CONTRACT, OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNG/C&P/2019-20/61
---	--

CONSULTANT, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER and CONSULTANT or any other course of or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect or relieving the BANK. The BANK also agrees that OWNER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against CONSULTANT and notwithstanding any security or other guarantee that OWNER may have in relation to the CONSULTANT'S liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to AND it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by the CONSULTANT on whose behalf this Guarantee has been given.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Consultant 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 Consultant to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2019

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated _____ accorded to him by the bank.

Dated the _____ day of _____ 2019

WITNESS:
(SIGNATURE)

(NAME)
STAMP
(OFFICIAL SEAL)

(SIGNATURE)
BANK RUBBER

(NAME)
Designation with bank stamp
Plus Attorney as per Power
Of Attorney/Resolution Board of Directors
Date:

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---


ANNEXURE - D

BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS

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

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

S. No.	Description	Bidder's Confirmation
1.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the TENDER.	
2.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the TENDER.	
3.	Ensure & confirm that quoted prices are inclusive of all taxes, duties, levies etc. as applicable under this contract including all costs towards carrying out any surveys, travel to India, site visits by it's personnel, stay in India, boarding, lodging, incidental expenses etc. required for Project work.	
4.	Confirm that the offer shall remain valid for acceptance up to 4 months from Final Bid Due Date / Date of Opening of Bids.	
5.	Bidder's name and address	
6.	Confirm that quoted prices shall remain firm till completion of Project.	
7.	Please confirm the quoted prices are in Indian Rupees.	
8.	Confirm acceptance of Completion period as per requirement Specified in TENDER (to be reckoned from date of Letter of Award / Service Order)	
9.	Confirm complete technical literatures/ catalogues and Users reference list submitted along with offer.	

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNG/C&P/2019-20/61
---	--

S. No.	Description	Bidder's Confirmation
10.	Confirm acceptance of Price Reduction Schedule (PRS) for delay in completion beyond contractually agreed completion schedule as specified in the TENDER.	
11.	Confirm that in case of delay in completion beyond contractual completion date the invoice shall be submitted for the amount duly reduced to the extent of PRS against each phase.	
12.	Confirm in case of delay in completion beyond contractual completion date, any new or additional taxes and duties imposed shall be to Consultant's account.	
13.	Confirm acceptance of relevant Terms of Payment as specified in the TENDER. [Payment terms indicated in TENDER do not provide for any advance payment to be made to the bidder(s)].	
14.	Confirm that Contract Performance Bank Guarantee (CPBG) for 10% of annualized contract value shall be furnished within 15 days of Service Order, valid for 3 months beyond the expiry of Guarantee/Warranty period as per terms of Bid Document.	
15.	Confirm acceptance in toto of the Terms & Conditions contained in <ul style="list-style-type: none"> i) Instructions to Bidders ii) General Conditions of Contract (GCC). iii) Scope of work iv) All other commercial documents/ attachments of TENDER. 	
a)	In case of reservations, confirm that clause wise comments have been specified as annexure to this format.	
b)	All the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted that Terms & Conditions indicated elsewhere including any printed Terms & Conditions, shall not be considered by Owner.	

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

S. No.	Description	Bidder's Confirmation
16.	The bidder is required to state whether any of the Directors of bidder is not a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director.	
17.	All correspondence must be in English Language only.	
18.	Indicate Name & Contact No. (Telephone/ Fax No./Email) of person(s) to whom queries, if any, are to be addressed against your bid.	
19.	Owner reserves the right to make any change in the terms & conditions of the TENDER and to reject any or all bids including those received late or incomplete.	
20.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

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

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNG/C&P/2019-20/61
---	--

ANNEXURE - E

**Proforma of Letter of Authority for Attending the
Bid Opening /Signing the Agreement**

No.

Date:

To,
M/s. Maharashtra Natural Gas Ltd.
Plot No. 27, 1st Floor,
Narveer Tanajiwadi PMPML Bus Depot Commercial Building,
Shivajinagar, Pune – 411005

Kind Attn:

Sub: Tender No.

Dear Sirs,

We.....do hereby confirm that Mr. (name and address)
_____ is/are authorized to represent us for bid opening and signing of
the Agreement on our behalf with you against your above cited tender
for.....

We confirm that we shall be bound by all and whatsoever our representatives shall commit.

Yours faithfully

Signature

Name and Designation
for & on behalf of BIDDER

Note:

This letter of Authority should be on the letterhead of the Bidders and should be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind the bidder.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

ANNEXURE - F

BIDDER'S EXPERIENCE

Sl. No.	Experience in similar jobs	Company Name	Contract Number and Year	Value

Note: * The bidder have to submit document i.e. copy of Award/work orders/completion certificates as a proof of above experience details.

Signature _____
 Name _____
 Designation _____
 Office Stamp _____

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNG/C&P/2019-20/61
---	--

ANNEXURE – G

ANNUAL TURNOVER

Applicant's Legal Name :

Date:

TENDER NO.

Page.....of.....

**Each Bidder must fill in this form (Single Entity)
Annual Turnover data for the last 3 years**

Year	Currency	Amount	Ex. Rate (*)	Amount (INR)
Year:1 (2018-2019)				
Year:2 (2017-2018)				
Year:3 (2016-2017)				

1. A brief note should be appended describing thereby details of turnover as per audited results.

Signature of Bidder

(*) To filled by Owner/ Consultant

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy Services for PNG Segment for CGD Network of MNG, Pune Bid document No. MNG/C&P/2015-16/37
---	--

ANNEXURE – H

Deviation Form

Name of Consultant: - Notes:

- 1) CONSULTANT may give here a consolidated list of deviations/ clarifications/ comments for all sections of the Bid documents which for an appropriate offer are considered unavoidable by him.
- 2) Deviations/ clarifications mentioned elsewhere in the offer shall not be binding on the MNG and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
- 3) CONSULTANT shall state the reason for the deviations in the Remark column.
- 4) Only the deviations listed herein, in conjunction with the original tender, shall constitute the contract document for the award of the job to the Consultant.

Sl. No.	Clause No. / Page No.	Requirement as per tender	Deviation by Consultant	Clarification	Remarks / Comments by the Consultant
1	2	3	4	5	6

The Consultant confirms that all clauses of the Bidding document as are not listed above are fully complied by the CONSULTANT.

(Signature of Consultant)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Rate Contract for the period of 2 years for hiring of Project Management Consultancy (PMC) Services for Design, Engineering & Supervision works for CGD Projects Bid document No. MNGL/C&P/2019-20/61
---	---

ANNEXURE – I

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY
(To be stamped in accordance with the Stamp Act)

Ref: Bank Guarantee No.
Date

To
Maharashtra Natural Gas Limited,
Plot No. 27, A-Block, 1st Floor,
Narveer Tanajiwadi PMPML Bus Depot Commercial Building,
Shivajinagar, Pune - 411005

Dear Sir(s),

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

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

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

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

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 2019 at _____.

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)
Designation with Bank Stamp
Attorney as per
Power of Attorney No. _____
Date: _____